

1. Public Notice

Documents:

[10-25-21 RULES.PDF](#)

2. Contracts - 10-25-2021

Documents:

[E-146-21 NCWEB.PDF](#)  
[E-147-21 NCWEB.PDF](#)  
[E-148-21 NCWEB.PDF](#)  
[E-149-21 NCWEB.PDF](#)  
[E-150-21 NCWEB.PDF](#)  
[E-151-21 NCWEB.PDF](#)  
[U-4-21 NCWEB.PDF](#)  
[U-5-21 NCWEB.PDF](#)

3. Rules Committee Agenda - 10-25-2021

Documents:

[R-10-25-21 .PDF](#)

4. RULES 10-25-21 ADDENDUM

Documents:

[R-10-25-21 ADDENDUM.PDF](#)

5. Meeting Minutes

Documents:

[RULES COMMITTEE, 10-25-21.PDF](#)



## **PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT

**THE NASSAU COUNTY LEGISLATURE WILL HOLD**

**A MEETING OF THE RULES COMMITTEE**

**ON**

**MONDAY, OCTOBER 25, 2021 AT 1:00 PM**

**IN**

**THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER  
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING  
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501**

*As per the Nassau County Fire Marshal's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 100 people. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature. On Committee Meeting days, Public comment will be limited to Agenda items. Public comment on any item may also be emailed to the Clerk of the Legislature at [LegPublicComment@nassaucountyny.gov](mailto:LegPublicComment@nassaucountyny.gov) and will be made part of the formal record of this Legislative meeting.*

*The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>*

**MICHAEL C. PULITZER**

**Clerk of the Legislature  
Nassau County, New York**

**DATED: October 18, 2021  
Mineola, NY**





Certified:

**E-146-21**

Filed with the Clerk of the  
Nassau County Legislature on  
October 13, 2021 2:08 pm

**NIFS ID:CQTS21000006 Department: Public Works**

**Capital:**

SERVICE: 2021-2025 STOP DWI Foundation (crackdown) grant

Contract ID #:CQTS21000006

NIFS Entry Date: 01-SEP-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>City of Long Beach</b>	Vendor ID#: <b>116000351</b>
Address: 1 West Chester Street  Long Beach, NY 11561	Contact Person: Mike Corbett
	Phone: 516-431-1000

<b>Department:</b>
Contact Name: Roseann D'Alleva
Address: 1194 Prospect Avenue  Westbury, NY 11590
Phone: 516-571-0525

## Routing Slip

Department	NIFS Entry: X	02-SEP-21 -- CIAVARONE
Department	NIFS Approval: X	08-SEP-21 -- CYANSICK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	11-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	08-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	09-SEP-21 -- MMISRA
CPO	Approval: X	17-SEP-21 -- PARJUNE
DCEC	Approval: X	21-SEP-21 -- RCLEARY

Dep. CE	Approval: X	21-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	13-OCT-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
<b>Method of Procurement:</b> The contract is funded by the NYS STOP-DWI Foundation. The enforcement component of the program includes funds for various municipalities to participate in the High Visibility Engagement Campaign program as outlined in the annual program. These are grant funds, not related to incoming fines. This allows these police departments to assign patrols specifically for DWI enforcement on these critical periods.
<b>Procurement History:</b> The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
<b>Impact on Funding / Price Analysis:</b> Funds are 100% reimbursable and no county match is required. Maximum amount is \$35,000 over 5 year term. Initial encumbrance is \$7,000.
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TS80	Revenue		1	TSGRT80X2OTH/D E500	\$ 7,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 7,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 7,000.00		TOTAL	\$ 7,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE CITY OF LONG BEACH (“LONG BEACH”)

WHEREAS, the County has negotiated a personal services agreement with Long Beach respecting the STOP-DWI program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Long Beach.



Nassau County Interim Finance Authority

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

1. **Vendor:** City of Long Beach

2. **Dollar amount requiring NIFA approval:** \$35000

**Amount to be encumbered:** \$7000

This is a New

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

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

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

3. **Contract Term:** 01/01/2021 - 12/31/2025

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

If yes, please explain: work began because funding had to be expended on specific dates -  
STOP DWI traffic safety

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

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

Y

If not, will it require a future borrowing?

N

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 purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

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.

IQURESHI

15-SEP-21

**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.**

Jack Schnirman  
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: City of Long Beach

CONTRACTOR ADDRESS: 1 West Chester Street, Long Beach, NY 11561

FEDERAL TAX ID #: 11-6000351

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*Roseann Dalleva*

\_\_\_\_\_  
Department Head Signature

08/31/21

\_\_\_\_\_  
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.



LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Jack Schnirman  
Nassau County Comptroller**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Contractor Selection – STOP DWI Foundation**

With regards to Section V of the submitted Comptroller Approval Form for the City of Long Beach Contract for STOP DWI enforcement, the vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee. I have included the Budget Page for the submitted 2021 Plan.

If you should have any additional questions, please contact me at 571-0525.

### ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Nassau County Police Department	\$ 160,000.00	
Nassau County Police Department (crackdown)	\$ 23,000.00	
Freeport Police Department	\$ 11,000.00	
Garden City Police Department	\$ 10,000.00	
Garden City Police Department (crackdown)	\$ 6,000.00	
Glen Cove Police Department	\$ 10,000.00	
Glen Cove Police Department (crackdown)	\$ 6,000.00	
Hempstead Police Department	\$ 9,000.00	
Long Beach Police Department	\$ 10,000.00	
Long Beach Police Department (crackdown)	\$ 7,500.00	
Lynbrook Police Department	\$ 6,000.00	
Old Brookville Police Department	\$ 5,000.00	
Old Westbury Police Department	\$ 9,000.00	
Old Westbury Police Department (crackdown)	\$ 7,500.00	
Port Washington Police Department	\$ 5,000.00	
Rockville Centre Police Department	\$ 9,000.00	
Floral Park Police Department	\$ 3,500.00	
Lake Success Police Department	\$ 2,500.00	
TOTAL	\$ 300,000.00	\$ 0.00

\*Subtotal (A) is the overtime funding for each agency

\*\*Subtotal (B) is the equipment amount for each agency

**Previous**

## Next

COUNTY OF NASSAU

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

1. Name of the Entity: City of Long Beach

Address: 1 West Chester St.

City: Long Beach State/Province/Territory: NY Zip/Postal Code: 11561

Country: US

2. Entity's Vendor Identification Number: 11-6000351

3. Type of Business: Other (specify) Municipal Corporation

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):

2 File(s) uploaded City of Long Beach Principals. CC and CM.docx, City of Long Beach Principals.docx

*No principals have been attached to this form.*

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

If none, explain.

None. The City of Long Beach is a Municipal Corporation.

*No shareholders, members, or partners have been attached to this form.*

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

--

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

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

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

Inna Reznik [IREZNIK@LONGBEACHNY.GOV]

Dated: 06/24/2021 06:00:06 PM

Title: City Comptroller

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

City of Long Beach, NY

City Council

John Bendo

Title: City Council President

Karen McInnis

Title: City Council Vice President

Michael A. Delury

Title: City Council Member

Scott J. Mandel

Title: City Council Member

Elizabeth M. Treston

Title: City Council Member

City Manager

Donna M. Gayden

Address:

City Hall

1 West Chester St.

Long Beach, NY 11561

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the City of Long Beach, having its principal office at 1 West Chester Street, Long Beach, New York 11561 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Seven Thousand Dollars (\$7,000.00) for the first Agreement year (the period of January 1, 2021 through December 31, 2021), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Seven Thousand Dollars (\$7,000.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied

by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach



within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by

- the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured

and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the

successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

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

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

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

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

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

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

CITY OF LONG BEACH

By: [Signature]

Name: DONNA M. GAYDEN

Title: CITY MANAGER

Date: 4/28/2021

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 28 day of APRIL in the year 2021 before me personally came DONNA M. GAYDEN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the CITY MANAGER of THE CITY OF LONG BEACH, 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

GINA T. GUMA  
Notary Public, State of Maryland  
No. 01GU465077  
Qualified in Nassau County  
Commission Expires January 31, 2022

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Donna M. Gayden, City Manager (Name)

1 West Chester Street, Long Beach, NY 11561 (Address)

(516) 431-1000 (Telephone Number)

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

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

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

4/28/21  
Dated

[Signature]  
Signature of Chief Executive Officer

DONNA M. Gayden  
Name of Chief Executive Officer

Sworn to before me this

28 day of APRIL, 2021.

[Signature]  
Notary Public

GINA T. GUMA  
Notary Public, State of New York  
No. 01GU4650370  
Qualified in Nassau County, NY  
Commission Expires January 31, 2022

## Appendix A

### Program Budget

January 1, 2021 through December 31, 2021 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2022 through December 31, 2022 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2023 through December 31, 2023 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2024 through December 31, 2024 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2025 through December 31, 2025 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00



LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Robert Cleary  
Director of Procurement Compliance**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: City of Long Beach Police Department, CQTS  
STOP DWI Foundation**

**The contact was delayed due to late receipt of the signed contract document.**



Certified:

**E-147-21**

Filed with the Clerk of the  
Nassau County

Legislature on October  
13, 2021 at 2:20pm

**NIFS ID:CQTS21000005 Department: Public Works**

**Capital:**

SERVICE: 2021-2025 STOP DWI Foundation (crackdown) grant

Contract ID #:CQTS21000005

NIFS Entry Date: 01-SEP-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Village of Old Westbury</b>	Vendor ID#: <b>116000856</b>
Address: 1 Store Hill Road	Contact Person: Nicole
Old Westbury, NY 11568	Muscatello
	Phone: 516-626-0200

<b>Department:</b>
Contact Name: Roseann D'Alleva
Address: 1194 Prospect Avenue
Westbury, NY 11590
Phone: 516-571-0525

## Routing Slip

Department	NIFS Entry: X	02-SEP-21 -- CIAVARONE
Department	NIFS Approval: X	08-SEP-21 -- CYANSICK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	11-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	08-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	08-SEP-21 -- MMISRA
CPO	Approval: X	17-SEP-21 -- PARJUNE
DCEC	Approval: X	21-SEP-21 -- RCLEARY

Dep. CE	Approval: X	22-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	13-OCT-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
<b>Method of Procurement:</b> The contract is funded by the NYS STOP-DWI Foundation. The enforcement component of the program includes funds for various municipalities to participate in the High Visibility Engagement Campaign program as outlined in the annual program. These are grant funds, not related to incoming fines. This allows these police departments to assign patrols specifically for DWI enforcement on these critical periods.
<b>Procurement History:</b> The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
<b>Impact on Funding / Price Analysis:</b> Funds are 100% reimbursable and no county match is required. Maximum amount is \$35,000 over a 5 year term. Initial encumbrance is \$7,000.
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TS80	Revenue		1	TSGRT80X2OTH/D E500	\$ 7,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 7,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 7,000.00		TOTAL	\$ 7,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF OLD WESTBURY (“VILLAGE”)

WHEREAS, the County has negotiated a personal services agreement with the Village respecting the STOP-DWI program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village.



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

1. **Vendor:** Village of Old Westbury

2. **Dollar amount requiring NIFA approval:** \$35000

**Amount to be encumbered:** \$7000

This is a New

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

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

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

3. **Contract Term:** 01/01/2021 - 12/31/2025

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

If yes, please explain: work began because funding had to be expended on specific dates -  
STOP DWI traffic safety

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

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

Y

If not, will it require a future borrowing?

N

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 purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

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.

IQURESHI

15-SEP-21

**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.**

Jack Schnirman  
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: Village of Old Westbury

CONTRACTOR ADDRESS: 1 Store Hill Road, Old Westbury, NY 11568

FEDERAL TAX ID #: 11-6000856

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*Roseann DALLEVA*

Department Head Signature

08/31/21

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.

LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Jack Schnirman  
Nassau County Comptroller**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Contractor Selection – STOP DWI Foundation**

With regards to Section V of the submitted Comptroller Approval Form for the Village of Old Westbury Contract for STOP DWI enforcement, the vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee. I have included the Budget Page for the submitted 2021 Plan.

If you should have any additional questions, please contact me at 571-0525.

**ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET**

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Nassau County Police Department	\$ 160,000.00	
Nassau County Police Department (crackdown)	\$ 23,000.00	
Freeport Police Department	\$ 11,000.00	
Garden City Police Department	\$ 10,000.00	
Garden City Police Department (crackdown)	\$ 6,000.00	
Glen Cove Police Department	\$ 10,000.00	
Glen Cove Police Department (crackdown)	\$ 6,000.00	
Hempstead Police Department	\$ 9,000.00	
Long Beach Police Department	\$ 10,000.00	
Long Beach Police Department (crackdown)	\$ 7,500.00	
Lynbrook Police Department	\$ 6,000.00	
Old Brookville Police Department	\$ 5,000.00	
Old Westbury Police Department	\$ 9,000.00	
Old Westbury Police Department (crackdown)	\$ 7,500.00	
Port Washington Police Department	\$ 5,000.00	
Rockville Centre Police Department	\$ 9,000.00	
Floral Park Police Department	\$ 3,500.00	
Lake Success Police Department	\$ 2,500.00	
TOTAL	\$ 300,000.00	\$ 0.00

\*Subtotal (A) is the overtime funding for each agency

\*\* Subtotal (B) is the equipment amount for each agency

**Previous**

## Next

COUNTY OF NASSAU

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

1. Name of the Entity: Village of Old Westbury

Address: 1 Store Hill Road

City: Old Westbury State/Province/Territory: NY Zip/Postal Code: 11568

Country: US

2. Entity's Vendor Identification Number: 11-6000856

3. Type of Business: Other (specify) Local Government

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

1 File(s) uploaded BOT ~ Old Westbury.pdf

*No principals have been attached to this form.*

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

If none, explain.

None - municipality

*No shareholders, members, or partners have been attached to this form.*

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 - local government

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Brian Ridgway [BRIDGWAY@VOWNY.ORG]

Dated: 04/13/2021 10:00:28 AM

Title: Village Administrator

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

**MAYOR**  
EDWARD M. NOVICK

**TRUSTEES**  
MARINA CHIMERINE  
CORY BAKER  
JEFFREY K. BROWN  
ANDREW WEINBERG

**VILLAGE JUSTICE**  
SUSAN SCHMIDT-CHOROST

## Village of Old Westbury

INCORPORATED MAY 10, 1924

1 STORE HILL ROAD

P.O. BOX 290

OLD WESTBURY, N.Y. 11568-0290

(516) 626-0800

FAX (516) 626-1296

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

**VILLAGE ADMINISTRATOR**  
**CLERK-TREASURER**  
BRIAN S. RIDGWAY

**SUPT. BUILDING DEPT.**  
MICHAEL MALATINO

**SUPT. OF PUBLIC WORKS**  
DANIEL ALVES

**SUPT. WATER DEPT.**  
THOMAS O'CONNOR

Board of Trustees  
listed above.

*[Signature]*  
Village Administrator  
4-13-2021

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Old Westbury, having its principal office at 1 Store Hill Road, Old Westbury, New York 11568 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Seven Thousand Dollars (\$7,000.00) for the first Agreement year (the period of January 1, 2021 through December 31, 2021), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Seven Thousand Dollars (\$7,000.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services



rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF OLD WESTBURY

By: Robert Glaser

Name: Robert Glaser

Title: Chief of Police

Date: 4/20/21

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 20<sup>th</sup> day of April in the year 2021 before me personally came Robert Glaser to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief of Police of Old Westbury Police Dept., 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

Kristen D. Abbott

**KRISTEN DUTTON**  
**NOTARY PUBLIC, STATE OF NEW YORK**  
 Registration No. 01DU6263031  
 Qualified in Nassau County  
 Commission Expires June 04, 2024

STATE OF NEW YORK)

ISS.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Robert Glaser \_\_\_\_\_ (Name)

1 Store Hill Rd., Old Westbury, NY 11568 \_\_\_\_\_ (Address)

516-626-0200 \_\_\_\_\_ (Telephone Number)

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

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has   X   has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

4/20/21  
Dated \_\_\_\_\_

*Robert Glaser*  
Signature of Chief Executive Officer

Robert Glaser  
Name of Chief Executive Officer

Sworn to before me this

20<sup>th</sup> day of April, 2021.

*Kristen Dutton*  
Notary Public

KRISTEN DUTTON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01DU6263031  
Qualified in Nassau County  
Commission Expires June 04, 2024



## Appendix A

### Program Budget

January 1, 2021 through December 31, 2021 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2022 through December 31, 2022 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2023 through December 31, 2023 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2024 through December 31, 2024 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00
January 1, 2025 through December 31, 2025 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$7,500.00

LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Robert Cleary  
Director of Procurement Compliance**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Village of Old Westbury Police Department, CQTS  
STOP DWI Foundation**

**The contact was delayed due to late receipt of the signed contract document.**



Certified:

**E-148-21**

Filed with the Clerk of the  
Nassau County Legislature on  
October 13, 2021 2:33pm

**NIFS ID:CQTS21000007 Department: Public Works**

**Capital:**

SERVICE: 2021-2025 STOP DWI Foundation (crackdown) grant

Contract ID #:CQTS21000007

NIFS Entry Date: 03-SEP-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Village Of Garden City</b>	Vendor ID#: <b>116002112-01</b>
Address: 351 Stewart Ave.	Contact Person: Kevin Reilly
Garden City, NY 11530	
	Phone: (516) 465-4100

<b>Department:</b>
Contact Name: Roseann D'Alleva
Address: 1194 Prospect Avenue
Westbury, NY 11590
Phone: 516-571-0525

## Routing Slip

Department	NIFS Entry: X	03-SEP-21 -- CIAVARONE
Department	NIFS Approval: X	08-SEP-21 -- CYANSICK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	11-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	08-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	08-SEP-21 -- MMISRA
CPO	Approval: X	16-SEP-21 -- PARJUNE
DCEC	Approval: X	21-SEP-21 -- RCLEARY

Dep. CE	Approval: X	21-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	13-OCT-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
<b>Method of Procurement:</b> The contract is funded by the NYS STOP-DWI Foundation. The enforcement component of the program includes funds for various municipalities to participate in the High Visibility Engagement Campaign program as outlined in the annual program. These are grant funds, not related to incoming fines. This allows these police departments to assign patrols specifically for DWI enforcement on these critical periods.
<b>Procurement History:</b> The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
<b>Impact on Funding / Price Analysis:</b> Funds are 100% reimbursable and no county match is required. The maximum amount is \$30,000 for a 5 year term. Initial encumbrance is \$6,000.
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TS80	Revenue		1	TSGRT80X2OTH/D E500	\$ 6,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 6,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 6,000.00		TOTAL	\$ 6,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF GARDEN CITY (“VILLAGE”)

WHEREAS, the County has negotiated a personal services agreement with the Village respecting the STOP-DWI program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village.



Nassau County Interim Finance Authority

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

1. **Vendor:** Village Of Garden City

2. **Dollar amount requiring NIFA approval:** \$30000

**Amount to be encumbered:** \$6000

This is a New

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

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

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

3. **Contract Term:** 01/01/2021 - 12/31/2025

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

If yes, please explain: work began because funding had to be expended on specific dates -  
STOP DWI traffic safety

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

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

Y

If not, will it require a future borrowing?

N

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 purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

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.

IQURESHI

15-SEP-21

**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**

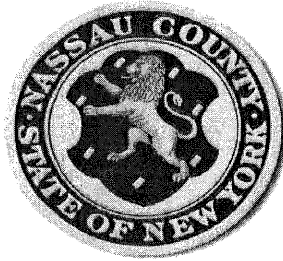
**Date**

**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.**

Jack Schnirman  
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: Incorporated Village of Garden City

CONTRACTOR ADDRESS: 351 Stewart Ave., Garden City, NY 11530

FEDERAL TAX ID #: 11-6002112

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*Roseann Dallava*

\_\_\_\_\_  
Department Head Signature

08/31/21

\_\_\_\_\_  
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.

LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Jack Schnirman  
Nassau County Comptroller**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Contractor Selection – STOP DWI Foundation**

With regards to Section V of the submitted Comptroller Approval Form for the Village of Garden City Contract for STOP DWI enforcement, the vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee. I have included the Budget Page for the submitted 2021 Plan.

If you should have any additional questions, please contact me at 571-0525.

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Nassau County Police Department	\$ 160,000.00	
Nassau County Police Department (crackdown)	\$ 23,000.00	
Freeport Police Department	\$ 11,000.00	
Garden City Police Department	\$ 10,000.00	
Garden City Police Department (crackdown)	\$ 6,000.00	
Glen Cove Police Department	\$ 10,000.00	
Glen Cove Police Department (crackdown)	\$ 6,000.00	
Hempstead Police Department	\$ 9,000.00	
Long Beach Police Department	\$ 10,000.00	
Long Beach Police Department (crackdown)	\$ 7,500.00	
Lynbrook Police Department	\$ 6,000.00	
Old Brookville Police Department	\$ 5,000.00	
Old Westbury Police Department	\$ 9,000.00	
Old Westbury Police Department (crackdown)	\$ 7,500.00	
Port Washington Police Department	\$ 5,000.00	
Rockville Centre Police Department	\$ 9,000.00	
Floral Park Police Department	\$ 3,500.00	
Lake Success Police Department	\$ 2,500.00	
TOTAL	\$ 300,000.00	\$ 0.00

\*Subtotal (A) is the overtime funding for each agency

\*\*Subtotal (B) is the equipment amount for each agency

[Previous](#)

## Next

COUNTY OF NASSAU

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

1. Name of the Entity: Incorporated Village of Garden City

Address: 351 Stewart Avenue

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

Country: US

2. Entity's Vendor Identification Number: 11-6002112

3. Type of Business: Other (specify) Incorporated Village

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):

*No principals have been attached to this form.*

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

If none, explain.

*No shareholders, members, or partners have been attached to this form.*

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

---

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

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

Electronically signed and certified at the date and time indicated by:  
Karen M. Altman [KALTMAN@GARDENCITYNY.NET]

---

Dated: 09/03/2021 10:46:42 AM

---

Title: Village Clerk

---

**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.

Incorporated Village of Garden City  
351 Stewart Avenue  
Garden City, NY 11530  
September 2, 2021

Mayor Cosmo Veneziale

Trustees:

Bruce J. Chester

John M. Delany

Terence P. Digan

Mary Carter Flanagan

Colleen E. Foley

Louis M. Minuto

Thomas J. O'Brien



## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Garden City, having its principal office at 351 Stewart Avenue, Garden City, New York 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of Six Thousand Dollars (\$6,000.00) for the first Agreement year (the period of January 1, 2021 through December 31, 2021), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.  
  
(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Six Thousand Dollars (\$6,000.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.  
  
(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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



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

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF GARDEN CITY

By: Cosmo Veneziale  
Name: Cosmo Veneziale  
Title: Mayor  
Date: 5-6-21

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NASSAU )

On the 6 day of may in the year 2021 before me personally came Cosmo Venezuela to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of NASSAU; that he ~~or she~~ is the mayor of INC. Village of Garden City, 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  
Karen M. Peterson

Karen M. Altman

KAREN M. ALTMAN  
Notary Public, State of New York  
No. 01AL6142180  
Qualified in Nassau County  
Commission Expires March 13, 2022

STATE OF NEW YORK)

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

RALPH V. SUOZZI, VILLAGE ADMINISTRATOR

(Name)

351 STEWART AVENUE, GARDEN CITY, NEW YORK 11530

(Address)

(516) 465-4051

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:



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

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

5-6-21  
Dated

  
Signature of Chief Executive Officer

Ralph V. Suozzi  
Name of Chief Executive Officer

Sworn to before me this

6 day of May, 2021  
Karen M. Altman  
Notary Public

KAREN M. ALTMAN  
Notary Public, State of New York  
No. 01AL6142180  
Qualified in Nassau County  
Commission Expires March 13, 2022

## Appendix A

### Program Budget

January 1, 2021 through December 31, 2021 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$6,000.00
--	------------

January 1, 2022 through December 31, 2022 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$6,000.00
--	------------

January 1, 2023 through December 31, 2023 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$6,000.00
--	------------

January 1, 2024 through December 31, 2024 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$6,000.00
--	------------

January 1, 2025 through December 31, 2025 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$6,000.00
--	------------

LAURA CURRAN  
COUNTY EXECUTIVE



**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**TO: Robert Cleary  
Director of Procurement Compliance**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Village of Garden City Police Department, CQTS  
STOP DWI Foundation**

**The contact was delayed due to late receipt of the signed contract document.**



Certified:

**E-149-21**

Filed with the Clerk of the  
Nassau County Legislature  
October 15, 2021 12:27PM

**NIFS ID:CQCL21000002 Department: County Clerk**

**Capital:**

SERVICE: Document Management System

Contract ID #:CQCL21000002

NIFS Entry Date: 02-SEP-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Avenu Enterprise Solutions, LLC</b>	Vendor ID#: <b>752179860</b>
Address: 5860 Trinity Parkway, Suite 120 Centerville, VA 20120	Contact Person:
	Phone:

<b>Department:</b>
Contact Name: John Butler
Address: 240 Old Country Road Room 109 Mineola, NY 11501
Phone: 516-571

## Routing Slip

Department	NIFS Entry: X	02-SEP-21 -- JBUTLER
Department	NIFS Approval: X	02-SEP-21 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	08-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	08-SEP-21 -- EVALERIO
County Atty.	Insurance Verification: X	02-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	03-SEP-21 -- DGRIPPO

<b>CPO</b>	<b>Approval: X</b>	<b>09-SEP-21 -- ABAMGBOYE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>30-SEP-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>07-OCT-21 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>15-OCT-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Agreement with Avenue Enterprise Solutions, LLC to provide document management software and support for the Nassau County Clerks Office.
<b>Method of Procurement:</b> RFP was issued 10/26/20
<b>Procurement History:</b> RFP issued 10/26/20 - Three proposals were received and evaluated and Avenu Enterprise Solutions, LLC was selected.
<b>Description of General Provisions:</b> Avenu Enterprise Solutions, LLC shall install and implement their most current record management, imaging and workflow software. Avenu will also be responsible for management, installation, training and support of the system. These services also cover any additional changes to Real Estate Records mandated by New York State at no cost to the County.
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$2,291,280 for a term from 1/1/21 through 12/31/25, with a one year option to renew. Initial encumbrance is \$381,880. This contract generates revenue to the County on an annual basis.
<b>Change in Contract from Prior Procurement:</b> Variable costs were reduced and revenue share with the county was increased from 90/10 split to 100% county.
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue	X	1	CLGEN1100/DE5A5	\$ 381,880.00
Control:	CL	Contract:				\$ 0.00
Resp:	1100	County	\$ 381,880.00			\$ 0.00
Object:	DE5A5	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 381,880.00		TOTAL	\$ 381,880.00
% Increase						
% Decrease						

RULES RESOLUTION NO.      – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY CLERK, AND AVENU ENTERPRISE SOLUTIONS, LLC

WHEREAS, the County has negotiated a personal services agreement with Avenu Enterprise Solutions, LLC, to provide document management system software to the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Avenu Enterprise Solutions, LLC.



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

**1. Vendor:** Conduent Enterprise Solutions

**2. Dollar amount requiring NIFA approval:** \$2291280

**Amount to be encumbered:** \$381880

This is a New

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

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

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

**3. Contract Term: 1/1/21 to 12/31/2021**

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

If yes, please explain: Document Management Software for County Clerk

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

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:**

Document Management Software for County Clerks Office.

**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.

IQURESHI

08-SEP-21

**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.**



Jack Schnirman  
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:** Avenu Enterprise Solutions, LLC

**CONTRACTOR ADDRESS:** 5860 Trinity Parkway, Suite 120 Centerville, VA 20120

**FEDERAL TAX ID #:** 752179860

**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 10/26/2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday on 10/26/2020 [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 11/23/2020 [date]. 3 [state #] proposals were received and evaluated. The evaluation committee consisted of: Jeff Clark Deputy County Clerk, Eileen O'Donnell Deputy County Clerk, John Butler Fiscal Officer  
Madeline Farley Deputy County Clerk, Cheryl Max Deputy County Clerk, Joanne Fresa, Photo Machine Operator Supervisor II

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

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

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

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

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

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

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

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

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

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

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

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

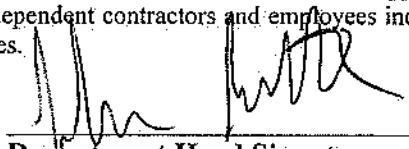
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

5/27/2021

\_\_\_\_\_  
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.

## **CONTRACT FOR SERVICES**

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Avenu Enterprise Solutions, LLC., a Virginia limited liability company, with an office located at 5860 Trinity Parkway, Suite 120 Centerville, VA 20120 (the "Contractor").

### **WITNESSETH:**

WHEREAS, a Request for Proposals for services CL1026-5190 (the "RFP") was issued on October 26, 2020 for Document Management System; and

WHEREAS, the Contractor submitted a proposal to provide Document Management System services found to be beneficial to the County; and

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

WHEREAS, the Contractor desires 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;

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

1. **Term.** This Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2025, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department may, in its sole discretion, renew the term for one (1) additional year covering the time period from January 1, 2026 through December 31, 2026. The Department shall exercise such renewal option by written notice thereof to the Contractor.
2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of Document Management System Software (the "Services") and is described in detail in The Statement of Work attached hereto and incorporated herein by reference as Exhibit A.
3. **Payment.** (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed two million two hundred ninety-one thousand two hundred and eighty dollars (\$2,291,280) ("Maximum Amount") payable in accordance with Exhibit B attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor acknowledges that the Department will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Three Hundred Eighty-One Thousand Eight Hundred Eighty Dollars (\$381,880.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed with any services that would lead the Department to incur expenses beyond the initially encumbered funds.

(c) The parties acknowledge that the maximum amount of compensation for the Services rendered by the Contractor during the term of this Agreement shall not exceed the amounts listed above, unless this Agreement is amended to include additional funds or for a continuation of services beyond the term of this Agreement. Contractor agrees that this compensation is all-inclusive, and the Contractor shall not be reimbursed for Contractor's travel time and expenses or for any other costs incidental to the services to be provided by Contractor in connection with this Agreement.

(d) If there is a material change (i) in the scope of services, or (ii) in any circumstance with respect to this Agreement (or any attachments hereto) ("Additional Services"), the parties shall negotiate in good faith to make an equitable adjustment to the maximum amounts set forth in Section 3(a) and incorporate said adjustments into written contract amendments.

- a. Should the need for any such Additional Services be identified by the Contractor, it shall be the Contractor's responsibility to inform the Department, as soon as possible, in writing. Further, it is expressly understood that the County shall not be liable for any such additional expenses without having first granted its expressed authority in a written agreement which has received all required County approvals, third party approvals and other governmental approvals, including, if required, approval by the County Legislature and the Nassau Interim Finance Authority.

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

(f) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Payment shall be made to Contractor within 45 days of receipt of a valid voucher by the County Comptroller's, subject to Contractor's compliance with the County's bill paying provisions pursuant to this Section 3 "Payment".

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In

Services pursuant to and in accordance with this Agreement. Such Confidential Information will be returned to the County upon completion of the Services.

(c) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

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

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Assignment; Amendment; Waiver; Subcontracting. (a) 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.

(b) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

10. Ownership of Work Product/Right to Works.

(a) Any reports, documents, data, photographs, deliverables, and/or other materials provided to the Contractor by the County (including reports, documents, data, photographs, deliverables, and/or other materials created or acquired by use of the Services) shall remain the property of the County and any reports, documents, data, photographs, Deliverables, 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 produced pursuant to this Agreement shall be



considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(c) The Document Management System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to County or developed, conceived, or acquired by Avenu, Avenu employees, or by the authorized agents or subcontractors of Avenu as a part of the Services, including derivative works (individually and collectively "Avenu Intellectual Property"). In the event of a termination of this Agreement for any reason and upon receipt of a written request by the County, the Contractor agrees to grant to the County, a time limited (subject to the Contractor's reasonable discretion), non-exclusive, revocable, non-transferable, restricted right to use the Contractor Intellectual Property for archival purposes only.

(d) In no case shall this Section apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

(e) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any Work Product related to the subject matter of this Agreement or coming to Contractor's attention in connection with this Agreement.

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

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



settlement in connection therewith.

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

**(d) Infringement Indemnification.**

- (i) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
- (ii) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County
- (iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is

- provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

**7. Confidentiality.**

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, deliverables, data (including, without limitation, all content in any media or format entered into stored in, and/or susceptible to retrieval from the County's computer systems), or materials, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use or the prior written consent of the County (and then only to the extent of the consent). Notwithstanding the foregoing, the following shall not be deemed "Confidential Information" information that: (i) was independently developed by Contractor without reference to the Confidential Information of the County or any breach of this Agreement; (ii) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (iii) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (iv) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

(b) Contractor shall use County Confidential Information solely for the purpose of providing

the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its

of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

12. **Insurance.** (a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less Three Million Dollars (\$3,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

14. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

21. **Appendices, Exhibits and Attachments.**

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Statement of Work: Exhibit A

Cost Proposal: Exhibit B

Equal Employment Opportunities for Minorities and Women: Appendix EE

Certificate of Compliance: Appendix L

22. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance

Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

23. **Financial Deterioration of Contractor.** In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

24. **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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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


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

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement  
as of the Effective Date .

AVENU ENTERPRISE SOLUTIONS, LLC.

By:   
Name: Paul Colangelo  
Title: Chief Executive Officer  
Date: 05/12/2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF VIRGINIA)

)ss.:

COUNTY OF FAIRFAX)

On the 17 day of May in the year **2021** before me personally came **Paul Colangelo** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of **Fairfax**; that he or she is the **Chief Executive Officer** of **Avenu Enterprise Solutions, LLC.**, 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**



STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC**

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all

proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to

the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend

or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for

M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Paul Colangelo

\_\_\_\_ (Name)

860 Trinity Parkway, Suite 120, Centreville VA 20120

\_\_\_\_ (Address)

571-313-5155

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

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

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_



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

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

05/12/2021


Dated

  
Signature of Chief Executive Officer

Paul Colangelo

Name of Chief Executive Officer

Sworn to before me this

17 day of May, 2021.  
  
Notary Public



## **EXHIBIT A: STATEMENT OF WORK**

Avenu Enterprise Solutions, LLC  
Nassau County, New York

### **A. SCOPE OF SERVICES—TERM SOFTWARE/SUPPORT AGREEMENT**

#### **AVENU RESPONSIBILITIES**

1. Install and implement the current version of Clearview 20/20+ Records Management System Avenu's open architecture records management, imaging, and workflow software ("System") at the Client site located at 240 Old Country Road, Mineola, New York 11501. The system is provided for use only for the Term duration stated in the contract. This is a Term License usage agreement.
2. Avenu will be responsible for the design, development, management, installation, training, and support of the System. Avenu will perform all on-going support of the Clearview 20/20+ Records Management System during the Term and Extended Term of this Agreement.
3. Avenu will make any New York State mandated changes pertaining to Real Estate Records to the System at no charge to the county.
4. Avenu will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
5. Avenu will provide remote refresher training (as it pertains to the use of the Clearview 20/20+ Records Management System) to County employees at no additional cost to the county, this refresher training must be prescheduled and be limited in duration to one hour sessions.
6. Avenu will work with Client to create a training schedule for high volume public users of the in-office searching application to take place during one of the billable on-premise visits. This training must be prescheduled and be limited in duration to one hour sessions.
7. Avenu will provide Nassau County with a toll-free Help Desk support number for calls from Nassau County for matters needing immediate attention.
  - o Key County personnel will be provided with credentials to submit and manage Nassau County issues via Avenu's CRM tool
  - o Email support will be used to communicate non-urgent issues: GRM.USA.2020.Support@Avenuinsights.com
8. Avenu will provide training and written documentation on the backup strategy for the system and the Client data that resides in the system that is housed at the Bethpage location.
9. As the incumbent vendor, all data and images have already been converted and reside in the data repository for the Clearview 20/20+ Records Management System.
10. Avenu provides an additional layer of data backup for Clients that have Hosted Internet/Websites as a

service. The data and images are replicated and saved to a secured server located in one of Avenu's secure datacenters. This data can be used to rebuild/restore in the event of a failure at the Client office.

11. Avenu will provide Web Hosting search off its portal ([www.uslandrecords.com](http://www.uslandrecords.com)). Avenu will provide the payment processor for this site collecting the sales revenue and paying any credit card processing fees associate with these transactions.
12. In the event the Client declares a disaster at their site, Avenu will engage in a time and material agreement to assist the Client in the restoration of the system at the current Avenu hourly labor rate (\$155 per hour on the Effective date of this Agreement and subject to change to reflect increased cost of labor, travel and materials). Travel expenses shall be reasonable, necessary and actually incurred by the Contractor in connection with performance of Services under this Agreement. Avenu shall obtain Department approval prior to incurring costs pursuant to this provision. Timesheets of employee type, dates and hours worked will be submitted with all claims.
13. In the event the Client requests ancillary program enhancements of the system and Avenu approves these as necessary and of added benefit to the system software solution, Avenu will engage in a time and material agreement at the current Avenu hourly labor rate (\$155 per hour on the Effective date of this Agreement and subject to change to reflect increased cost of labor, travel and materials). Avenu shall obtain Department approval prior to incurring costs pursuant to this provision. Timesheets of employee type, dates and hours worked will be submitted with all claims.
14. The System will be configured to include the following modules and functions, Workflow adjustments

by Avenu are included:

	<b>Application Modules</b>
	Finance/Receipting/Recording and Reporting eFiling of Courts (NYSCEF) Electronic Recording of Real Estate **Sole Submitter/Avenu Clearview eDelivery Manager
	Indexing/Imaging and Reporting
	Searching/Retrieval (Employee)
	Searching/Retrieval (Public In office)
	Discrete Datasets: Business Notary Records Oath of Office Military Discharges Maps Miscellaneous Filings Property Cards Anon-Preserved Land Recordings Judgments Civil/Criminal Supplementals UCC- Financing Statements
	<b>HOSTED/INTERNET</b>
	Hosted Website
	Hosted Property Fraud Alert

## **CLIENT RESPONSIBILITIES**

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the preparedness for the installation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations. Client agrees to honor all requests for file exclusions and directory exclusion for virus scanning as required by Avenu.
3. Client will first engage their IT staff to troubleshoot connection or connectivity issues that arise, if deemed that Avenu needs to engage with IT staff or troubleshoot issues it will fall under normal support services unless the issue is found to be outside the Avenu software, then it falls under the Avenu hourly labor rate (\$155 per hour on the Effective date of this agreement and subject to change to reflect increased cost of labor, travel and materials). Avenu will not be billed for any Client IT services needed for Client troubleshooting.
4. Client will provide all network infrastructure, including provision for high-speed throughput to support daily activities, as well as on-going remote support and real-time data and image replication to Avenu data center. Network Infrastructure should include Gigabit Ethernet connections to each desktop.
5. Client will provide servers in the Bethpage data center sufficient to meet the requirements of the System and the storage requirements of all County data, as well as operating systems and SQL Server software and licenses, doubletake software and any licenses needed and any other deemed necessary by Avenu for the System. Client will provide network attached SAN or comparable with high capacity of storage of 15TB or greater, for a secondary backup of all data and images in the repository of the master server. Client will provide a high-speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth to do database and digital image replication and Avenu support access.
6. Client will provide all workstation hardware and operating system software to meet the technical requirements of the System, as well as all peripherals required for the System to operate as designed. These must conform to the specifications required by Avenu for the System for compatibility.
7. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
  - (a) Client will be fully responsible for restoring the System in the event of virus disruption or disaster.
  - (b) In the event of downtime determined by Avenu to have been caused by virus contamination or disaster of the System or traceable by Avenu to Client user or Client-installed software, Client agrees to pay Avenu for restoration of the System at the then current Avenu hourly labor rate (\$155 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor, travel and materials). Avenu shall obtain Department approval prior to incurring costs pursuant to this provision. Timesheets of employee type, dates and hours worked will be submitted with all claims.
8. Client will provide all consumables; book binders (with or without embossing), posts, flysheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, any

sort of printer ribbons or toner/ink cartridges, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed.

9. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
10. Client will create any record books needed.
11. Client will provide all Servers, PC's and Networked Printers connecting to the Clearview 20/20+ Records Management System static IP addresses to be used.
12. Client will provide remote access to Avenu to all servers and workstations utilizing the Clearview 20/20+ Records Management System for troubleshooting and issue resolution.

## **B. ACCEPTANCE AND TESTING**

1. Client shall have thirty (30) business days after notification by Avenu that the System is ready for acceptance to inspect and accept the System delivered and installed by Avenu or decline to accept the System.
2. If Client declines to accept all or any part of the System, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
3. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Avenu within thirty (30) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client and billable.
4. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Avenu specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Avenu as part of ongoing warranty or maintenance of the System.

## EXHIBIT B: PAYMENTS AND RATES

Avenu Enterprise Solutions, LLC  
Nassau County, New York

Avenu will invoice Client for the Services based on the following price schedule.

Services	Price
<b>Clearview 20/20Plus Perfect Vision™ Land Records Management System (Including Property Fraud Alert)</b>	<b>Flat Fee of \$191,880.00 per Year</b>
<i>To be invoiced quarterly @ 47,750.00 at the beginning of each quarter.</i>	
<b>Internet Hosting</b>	
Internet hosting services for public access at <a href="http://www.uslandrecords.com">www.uslandrecords.com</a> Client sets the internet charging structure and will receive 100% of the Gross Revenue on a Monthly basis in the form of a check in arrears of the collected activity. <i>To be invoiced Monthly in Advance</i>	<b>\$2,500.00 per Month</b>
<b>OPTIONAL SERVICES</b>	
<b>Quarterly Three (3) Day On-Site</b> at Department request & written approval. Department approval in writing and dates worked must be provided together with invoices and signed vouchers.	<b>\$20,000.00 per Year</b>  <b>(To be invoiced Quarterly, flat-fee installments of \$5,000)</b>
<b>Trouble Shooting Services</b> at Department request & written approval. Written Department approval, Dates, Hours Worked and Employee Type timesheets must be provided together with invoices and signed vouchers.	<b>Hourly Rate \$155</b>
<b>Program Enhancements &amp; Technical Services</b> of Sr Analyst / Programmer at Department request & written approval.  Written Department approval, Dates, Hours Worked and Employee Type timesheets must be provided together with invoices and signed vouchers.	<b>Hourly Rate \$155</b>



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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.

Electronically signed and certified at the date and time indicated by:  
Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

Dated: 05/18/2021 03:18:02 PM

Vendor: AVENU Enterprise Solutions, LLC.

Title: CFO





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):

N/A

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

N/A

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

N/A

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

N/A

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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

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

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

Dated: 05/18/2021 03:19:01 PM

Vendor: Avenu Enterprise Solutions, LLC.

Title: CFO

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

**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: paul colangelo  
Date of birth: 06/22/1972  
Home address: 11679 chanceford drive  
City: woodbridge State/Province/Territory: VA Zip/Postal Code: 22192  
Country: US
- Business Address: 5860 Trinity Parkway, Suite 120  
City: centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 703-966-3411
- Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>05/08/2017</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

just stock options

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Avenu

Name of submitting business

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

Paul Colangelo [PAUL.COLANGELO@AVENUINSIGHTS.COM]

CEO

Title

05/18/2021 11:52:49 AM

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: Mike Melka  
Date of birth: 09/04/1978  
Home address: 20806 Blythwood Court  
City: Ashburn State/Province/Territory: VA Zip/Postal Code: 20147  
Country: US
- Business Address: 5860 Trinity Parkway, Suite 120,  
City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 5713135155
- Other present address(es):  
City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 5714412793

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	<u>01/24/2017</u>	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 notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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Avenu Insights & Analytics LLC

Name of submitting business

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

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

cfo

Title

05/18/2021 03:20:10 PM

Date

### Business History Form

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

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

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

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

Date: 05/18/2021

1) Proposer's Legal Name: Avenu Enterprise Solutions, LLC.

2) Address of Place of Business: 5860 Trinity Parkway Suite 120

City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120

Country: US

Address: 8600 Harry Hines Blvd, Suite 300

City: Dallas State/Province/Territory: TX Zip/Postal Code: 75235

Country: US

Start Date: 01-OCT-10 End Date: 23-APR-25

Address: 7030 Fly Road,

City: East Syracuse State/Province/Territory: NY Zip/Postal Code: 13057

Country: US

Start Date: 07-JUL-87 End Date: 01-AUG-19

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

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

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

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

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

\_\_\_\_\_

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 75-2179860

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

- 8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

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

YES ☒ NO ☐ If yes, please provide details:

Avenu Enterprise Solutions is owned in its entirety by Avenu Holdings LLC which is in turn owned by Government Revenue Solutions Holdings I, LLC.

Its Affiliates:

Avenu Insights & Analytics, LLC.

Avenu Government Systems, LLC.

Avenu Unclaimed Property Systems, LLC.

Avenu SLS Holdings, LLC.

MuniServices, LLC.

\*\* However, No Holding Company or Subsidiary takes part in the performance of Avenu Enterprise Solutions, LLC's contracts; Avenu Enterprise Solutions, LLC is solely responsible for performing any and all awarded contracts. \*\*

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and

local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all



questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

We have a code of Business ethics policy as well as other systems that ensures that conflicts of interest do not arise. We have also certified to adhere to the County's Code of Ethics program.

1 File(s) Uploaded: Avenu Enterprise Solutions LLC - Code of Ethics and Business Conduct.pdf

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

06/17/1987

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

Avenu Holdings LLC.; Government Revenue Solutions Holdings I, LLC.

However, they do not take part in contract performance.

No individuals with a financial interest in the company have been attached..

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

Paul Colangelo, CEO - 5860 Trinity Parkway, Suite 120, Centreville, VA 20120  
Mike Melka, CFO - 5860 Trinity Parkway, Suite 120, Centreville, VA 20120

*No officers and directors from this company have been attached.*

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

700

vi) Annual revenue of firm;

150000000

vii) Summary of relevant accomplishments

Nationally recognized for support of State and Local governments by being listed in the GovTech100 for last two years. Support over 3,000 public sector clients.

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

B. Indicate number of years in business.

34

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

Please refer to Avenu's RFP Response submitted 11/23/2020.

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

Company	Nassau County		
Contact Person	Eileen T. Odonnell		
Address	240 Old County Road		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-2661		
Fax #	(516) 742-4099		
E-Mail Address	eodonnell@nassaucountyny.gov		

Company	Gloucester County		
Contact Person	Mike Sauter		
Address	North Broad Street		
City	Woodbury	State/Province/Territory	NJ
Country	US		
Telephone	(856) 853-3212		
Fax #			

E-Mail Address msauter@co.gloucester.nj.us

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Company Allegheny County

Contact Person Brian Brodeur

Address 101 County Office, Bldg. 542 Forbes Avenue

City Pittsburgh State/Province/Territory PA

Country US

Telephone (412) 350-4552

Fax #

E-Mail Address brian.brodeur@alleghenycounty.us

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Company Cumberland County

Contact Person Nancy Lane

Address

PO BOX 7230,

City PORTLAND State/Province/Territory ME

Country US

Telephone (839) 871-8399

Fax #

E-Mail Address lane@cumberlandcounty.org

---

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

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

#### **CERTIFICATION**

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Name of submitting business: Avenu Enterprise Solutions, LLC.

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

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

CFO

Title

05/18/2021 03:19:14 PM

Date



## **Code of Ethics and Business Conduct**

### **Build Trust and Credibility**

The success of our business is dependent on the trust and confidence we earn from our employees, customers and shareholders. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our *actions*. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for Avenu? Will it help create a working environment in which Avenu can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build our trust and credibility.

### **Respect for the Individual**

We all deserve to work in an environment where we are treated with dignity and respect. Avenu is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success. We cannot afford to let anyone's talents go to waste.

Avenu is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

### **Create a Culture of Open and Honest Communication**

At Avenu everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

Avenu will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Employees are encouraged, in the first instance, to address such issues with their managers or the HR manager, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, Avenu's CEO does operate with an open-door policy.

### **Set Tone at the Top**

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At Avenu, we want the ethics dialogue to become a natural part of daily work.

### **Uphold the Law**

Avenu's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or Avenu policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

### **Competition**

We are dedicated to ethical, fair and vigorous competition. We will sell Avenu's products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Avenu or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.

### **Proprietary Information**

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

### **Selective Disclosure**

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to Avenu, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

### **Health and Safety**

Avenu is dedicated to maintaining a healthy environment. A safety manual has been designed to educate you on safety in the workplace. If you do not have a copy of this manual, please see the HR department.

### **Avoid Conflicts of Interest**

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of Avenu may conflict with our own personal or family interests. We owe a duty to Avenu to advance its legitimate interests when the opportunity to do so arises. We must never use Avenu property or information for personal

gain or personally take for ourselves any opportunity that is discovered through our position with Avenu.

**Here are some other ways in which conflicts of interest could arise:**

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with Avenu.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for an outside commercial company or organization.
4. Owning or having a substantial interest in a competitor, supplier or contractor.
5. Having a personal interest, financial interest or potential gain in any Avenu transaction.
6. Placing company business with a firm owned or controlled by a [Company Name] employee or his or her family.
7. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Avenu employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

***Accountability***

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

Avenu takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

**Do the Right Thing**

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the Avenu guiding principles, Code of Conduct and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my family, my company and myself?
- What would I tell my child to do?

- Is this the right thing to do?



COUNTY OF NASSAU

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

1. Name of the Entity: Avenu Enterprise Solutions, LLC

Address: 5860 Trinity Pkwy, Suite 120

City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120

Country: US

2. Entity's Vendor Identification Number: 75-2179860

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

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

First Name	<u>Michael</u>		
Last Name	<u>Melka</u>		
MI	_____	Suffix	_____
Address	<u>20806 Blythwood Court</u>		
City	<u>Ashburn</u>	State/Province/Territory:	<u>VA</u> Zip/Postal Code: <u>20147</u>
Country	<u>US</u>		
Position	<u>Chief Financial Officer/Assistant Secretary</u>		

First Name	<u>Paul</u>		
Last Name	<u>Colangelo</u>		
MI	_____	Suffix	_____
Address	<u>66679 Chanceford Dr.</u>		
City	<u>Woodbridge</u>	State/Province/Territory:	<u>VA</u> Zip/Postal Code: <u>22192</u>
Country	<u>US</u>		
Position	<u>Chief Executive Officer</u>		

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

If none, explain.

Avenu Holdings LLC.; Government Revenue Solutions Holdings I, LLC. However, the HoldCo. companies do not take part in contract performance.

*No shareholders, members, or partners have been attached to this form.*

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.

Avenu Insights & Analytics, LLC - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu Government Systems, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu Unclaimed Property Systems, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu SLS Holdings, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
MuniServices, LLC. - Affiliate; DOES NOT take part in the performance of this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

Dated: 05/18/2021 03:18:48 PM

Title: CFO

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



**Hon. Maureen O'Connell**  
*Nassau County Clerk*



**OFFICE OF THE COUNTY CLERK**  
240 Old Country Road  
Mineola, New York 11501  
Tel: (516) 571-2663 Fax: (516) 742-4099  
[ncclerk@nassaucountyny.gov](mailto:ncclerk@nassaucountyny.gov)

**INTER-DEPARTMENTAL MEMORANDUM**

To: Robert Cleary, Chief Procurement Officer  
From: John Butler, Fiscal Officer, Office of the Nassau County Clerk  
Date: September 1, 2021  
Re: Delay Memo  
Avenue Enterprise Solutions, LLC – Document Management Software RFP

---

Dear Robert,

There were issues with the vendor completing the required disclosure forms as well as time required in negotiating contract wording with legal. The vendors insurance information needed updating during the time between award and routing which also added delay time to the process. A board transfer was also required to secure adequate funding and added additional months to the process. The department is working on addressing issues prior to the start date / renewal date of the contract.

Kind Regards,

John P Butler, MBA

Fiscal Officer, Nassau County Clerks Office

Office of Accounting, Room #109

(516) 571-4365 / [JButler@NassauCountyNY.Gov](mailto:JButler@NassauCountyNY.Gov)

240 Old Country Road, Mineola, NY 11501



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

May 24, 2021

NASSAU COUNTY  
240 OLD COUNTRY RD  
MINEOLA NY 11501-4255

#### Account Information:

<b>Policy Holder Details :</b>	Avenu Holdings LLC
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#### Contact Us

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (877) 853-2582

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



**Workers'  
Compensation  
Board**

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

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>AVENU HOLDINGS LLC 7030 FLY RD EAST SYRACUSE, NY 13057-9662</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 81-4960875</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NASSAU COUNTY 240 OLD COUNTRY RD MINEOLA NY 11501-4255</p>	<p>3a. Name of Insurance Carrier Twin City Fire Insurance Company 29459</p> <p>3b. Policy Number of Entity Listed in Box "1a": 83 WE AE7C2X</p> <p>3c. Policy effective period: 01/24/2021 to 01/24/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

This certificate may be used as evidence of a Worker's 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: Danielle Clausen  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Danielle Clausen* 05/24/2021  
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (312) 239-2800

**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 AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name &amp; Address of Insured (use street address only)  Avenu Holdings, LLC  5860 Trinity Parkway, Suite 120  Centreville, VA 20120</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured  (571) 449-2067</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  81-4960875</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County  240 Old Country Rd  Mineola, NY 11501-4255</p>	<p>3a. Name of Insurance Carrier  Mutual of Omaha Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"  GMNY6X008H15-0001</p> <p>3c. Policy effective period  03/01/2021 to 03/01/2022</p>

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 5/27/2021

By

*Hana Rubin*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966

Name and Title Hana Rubin, Disability Administrator

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

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

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

### State of New York Workers' Compensation Board

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

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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





## **Additional Instructions for Form DB-120.1**

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

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

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

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

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

## **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

### **§220. Subd. 8**

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

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



GOVEREV-01

CSOKOLOWSKI

DATE (MM/DD/YYYY)

3/16/2021

## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Colleen Sokolowski	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  Avenu Holdings, LLC 5860 Trinity Parkway Suite 120 Centreville, VA 20120	E-MAIL ADDRESS: csokolowski@thompsonflanagan.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HARTFORD INSURANCE SERVICES	NAIC # 38288
	INSURER B: Trumbull Insurance Company	27120
	INSURER C: Hartford Casualty Insurance Company	29424
	INSURER D: Landmark American Insurance Company	33138
INSURER E: Axis Insurance Company	37273	
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:	X	83 UUN AA6800	1/24/2021	1/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		83 UUN AA6800	1/24/2021	1/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		83 RHU AA6623	1/24/2021	1/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	83 WE AE7C2X	1/24/2021	1/24/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prim. Tech E&O/Cyber		LCY787106	1/24/2021	1/24/2022	Per Claim/Agg 2,500,000
E	Crime		P-001-000245516-02	3/15/2021	3/15/2022	Limit 2,000,000

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

Nassau County is included as an Additional Insured with respects to General Liability where required by written contract with the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 240 Old Country Road Mineola, NY 11501	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 <i>Carlin Flanagan</i>



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>Thompson Flanagan Executive Liability Group</b>		NAMED INSURED <b>Avenu Holdings, LLC</b> 7625 Palm Ave., Suite 108 Fresno, CA 93711	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Named Insureds:

1. Government Revenue Solutions Holdings I, LLC
2. Avenu Holdings, LLC
3. Avenu Insights & Analytics LLC
4. MuniServices, LLC d/b/a Avenu MuniServices, LLC
5. eGov Solutions, LLC
6. Ram Ware, LLC
7. Avenu Insights, LLC
8. Avenu Canada
9. Avenu AcquireCo ULC
10. Avenu Pension Administration Solutions ULC
11. Avenu SLS Holdings, LLC
12. Avenu Local Government Solutions, LLC
13. Avenu SLGS Holdings, LLC
14. Avenu Unclaimed Property Systems, LLC
15. Avenu Enterprise Solutions, LLC
16. Avenu Government Systems, LLC
17. Avenu Government Record Services, LLC
18. Avenu Title Records, LLC
19. The Windward Group LLC



Certified:

**E-150-21**

**NIFS ID:CFPW21000023 Department: Public Works**

Filed with the Clerk of the  
Nassau County Legislature  
October 15, 2021 12:33PM

**Capital: X**

SERVICE: Signal Expansion Phase 10-T62462-01D-PIN 0761.25

Contract ID #:CFPW21000023

NIFS Entry Date: 07-SEP-21

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Greenman-Pedersen, Inc</b>	Vendor ID#: [REDACTED]
Address: 325 WEST MAIN STREET BABYLON NY 11702	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Jeff Lindgren
Address: NCDPW 1194 PROSPECT AVE WESTBURY NY 11590 Phone: (516)571-6998

## Routing Slip

Department	NIFS Entry: X	07-SEP-21 -- LDIONISIO
Department	NIFS Approval: X	07-SEP-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	07-SEP-21 -- RDALLEVA
OMB	NIFA Approval: X	16-SEP-21 -- CNOLAN
OMB	NIFS Approval: X	07-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	07-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	07-SEP-21 -- DGRIPPO

<b>CPO</b>	<b>Approval: X</b>	<b>27-SEP-21 -- PARJUNE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>27-SEP-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>27-SEP-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>15-OCT-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Agreement with Greenman-Pedersen for design services for Traffic Signal Expansion Phase 10. The project will provide the replacement of existing traffic signal control equipment, and the installation of variable message signs and traffic cameras.
<b>Method of Procurement:</b> RFP was issued 8/24/20 - seven proposals were received
<b>Procurement History:</b> RFP issued 8/24/20 - seven proposals received. Greenman-Pedersen was the highest technical score and best value to the County.
<b>Description of General Provisions:</b> Greenman-Pedersen shall develop plan, design specifications and construction estimates for Traffic Signal Expansion Phase 10, which includes 39 traffic signals, 21 traffic cameras and 4 variable message signs. This phase covers specific roads in Glen Cove, Glenwood Landing, Valley Stream, Malverne, Lynbrook, Roslyn, North Hills, New Hyde Park, Garden City, Locust Valley, Roslyn and Franklin Square.
<b>Impact on Funding / Price Analysis:</b> The maximum amount is \$712,669.11. Capital Project T62462-01D; PIN 0761.25. Current MWBE utilization is 15%.
<b>Change in Contract from Prior Procurement:</b> Not applicable.
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/62462/125/00002	\$ 712,669.11
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 570,135.29			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62462	Capital	\$ 142,533.82			\$ 0.00
Detail:	125	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 712,669.11		TOTAL	\$ 712,669.11
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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 GREENMAN-PEDERSEN, INC.

WHEREAS, the County has negotiated a personal services agreement with Greenman-Pedersen, Inc. in connection with design services for the Signal Expansion Phase 10 Project, 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 Greenman-Pedersen, Inc.



Nassau County Interim Finance Authority

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

1. **Vendor:** Greenman-Pedersen, Inc,

2. **Dollar amount requiring NIFA approval:** \$712669.11

**Amount to be encumbered:** \$712669.11

This is a New

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

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

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

3. **Contract Term:**

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

If yes, please explain:

4. **Funding Source:**

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

Has NIFA approved the borrowing for this contract? N

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

To provide Nassau County with a design consultant for the project known as Signal Expansion Phase 10 (T62464-01D; PIN 0761.25). The project will provide the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras.

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.

CNOLAN

16-SEP-21

**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.**



## **CONTRACT FOR SERVICES**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Greenman-Pedersen, Inc., a consultant firm having its principal office at 325 West Main Street, Babylon, NY 11720 (the "Firm" or the "Contractor").

### **W I T N E S S E T H:**

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

WHEREAS, 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 October 9, 2023 (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.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, for Signal Expansion Phase X shall consist of those 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 Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to Two Point Six (2.6) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times Two Point Six (2.6), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175.00) per hour.

(d) 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 they have been approved in advance by the

Department in writing, and are 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 Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
- (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- (6) Direct costs incurred in the relocation of the Firm's temporary field offices.
- (7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and Contingency that may be so authorized, shall not exceed **Seven Hundred Twelve Thousand Six Hundred Sixty-Nine Dollars, Eleven Cents. (\$712,669.11)** 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 Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's 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, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's 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.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

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

(a) The Firm shall, and shall cause Firm's 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's 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's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Firm shall, and shall cause Firm's 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's Agent in connection with this Agreement.

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

(c) Firm's 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's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's 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 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

(b) If the 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.

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

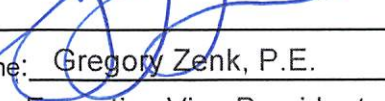
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

GREENMAN-PEDERSEN, INC.

By:   
Name: Gregory Zenk, P.E.  
Title: Executive Vice President  
Date: August 30, 2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF Suffolk )

On the 20<sup>th</sup> day of August in the year 2021 before me personally came Gregory Zenk, P.E. 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 Executive VP of Greenman-Pedersen, Inc., 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.

*Aden Rimpel*

NOTARY PUBLIC

ADEN RIMPEL  
Notary Public, State of New York  
No. 01RI6077065  
Qualified in Suffolk County  
Commission Expires July 1, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. The Program Goals and Objectives stated here shall serve only as examples. The Vendor is encouraged to demonstrate any and all municipal services and work it is able to provide or has provided to governmental or non-profit entities.

#### Overview

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 39 traffic signals, 21 traffic cameras and 4 VMS at The following locations:

#### Traffic Signals

	Artery		Cross Street	Hamlet	Signal #
1	Glen Cove Avenue	@	Charles Street	Glen Cove	21132
2	Glen Cove Avenue	@	Morris Avenue	Glen Cove	21545
3	Glen Cove Avenue	@	Shore Road	Glen Cove	21308
4	Glen Cove Avenue	@	Burns Avenue	Glen Cove	2865
5	Glen Cove Avenue	@	Sea Cliff Avenue	Glen Cove	2870
6	Glen Cove Avenue	@	Glen Ave / Valentine Ave	Glen Cove	2866
7	Glen Cove Avenue	@	Darby Pl / Downing Ave	Glenwood Landing	61309
8	Glen Cove Avenue	@	School Entrance	Glenwood Landing	61166
9	Glen Cove Avenue	@	Glenwood Road	Glenwood Landing	6057
10	Glen Cove Avenue	@	Scudders Lane	Glenwood Landing	6875
11	Franklin Avenue	@	SSP North	Valley Stream	51294
12	Franklin Avenue	@	SSP South	Valley Stream	5362
13	Franklin Avenue	@	Linden Street	Valley Stream	51441
14	Franklin Avenue	@	Cedarlawn Boulevard	Valley Stream	51265
15	Franklin Avenue	@	Emmerson / Wheeler Ave	Valley Stream	5132
16	So. Franklin Avenue	@	Cornwell Avenue	Malverne	5690
17	So. Franklin Avenue	@	Whitehall Street	Malverne	51337
18	So. Franklin Avenue	@	Hempstead Avenue	Malverne	5056
19	Hempstead Avenue	@	Sherman / Centre St	Lynbrook	51388
20	Hempstead Avenue	@	Walnut Street	Lynbrook	51387
21	Mineola Avenue	@	Old Northern Boulevard	Roslyn	6224
22	Mineola Avenue	@	Pine Drive South	Roslyn	61331

23	Mineola Avenue	@	Warner Avenue	Roslyn	6059
24	Mineola Avenue	@	Garden Street	Roslyn	6198
25	Mineola Avenue	@	Elm Street	Roslyn	6202
26	New Hyde Park Rd	@	Hollow Lane	North Hills	61368
27	New Hyde Park Rd	@	Windsor Gate Drive	North Hills	61372
28	New Hyde Park Rd	@	Lake Success Quadrangle	North Hills	31215
29	New Hyde Park Rd	@	Holiday Gate	New Hyde Park	3619
30	New Hyde Park Rd	@	Marcus Avenue	New Hyde Park	3610
31	New Hyde Park Rd	@	Union Turnpike	New Hyde Park	3611
32	New Hyde Park Rd	@	Lawrence Street	New Hyde Park	3275
33	New Hyde Park Rd	@	Evans Street	New Hyde Park	3326
34	New Hyde Park Rd	@	Dallas Ave / Sperry Blvd	New Hyde Park	3252
35	New Hyde Park Rd	@	Lincoln Avenue	New Hyde Park	3681
36	New Hyde Park Rd	@	Belmont Avenue	New Hyde Park	31038
37	New Hyde Park Rd	@	Park Avenue	New Hyde Park	31039
38	New Hyde Park Rd	@	Stratford Avenue	Garden City	3927
39	New Hyde Park Rd	@	Stewart Avenue	Garden City	3926

### **Traffic Cameras**

	Artery		Cross Street	Hamlet
1	Forest Ave	@	Birch Hill Road	Locust Valley
2	Forest Avenue	@	Lattingtown Road	Glen Cove
3	Forest Avenue	@	Walnut Road	Glen Cove
4	Forest Avenue	@	Dosoris Lane	Glen Cove
5	Glen Cove Avenue	@	Pratt Boulevard	Glen Cove
6	Glen Cove Avenue	@	Sea Cliff Avenue	Glen Cove
7	Glen Cove Avenue	@	Glenwood Road	Glenwood Landing
8	Glen Cove Avenue	@	Scudders Lane	Glenwood Landing
9	Franklin Avenue	@	SSP South	Valley Stream
10	Franklin Avenue	@	Emmerson / Wheeler Ave	Valley Stream
11	Franklin Avenue	@	Cornwell Avenue	Malverne
12	Franklin Avenue	@	Hempstead Avenue	Malverne
13	Willis Avenue	@	Old Northern Boulevard	Roslyn
14	Mineola Avenue	@	Garden Street	Roslyn
15	New Hyde Park Rd	@	Hollow Lane	North Hills
16	New Hyde Park Rd	@	Windsor Gate Drive	North Hills

17	New Hyde Park Rd	@	Marcus Avenue	New Hyde Park
18	New Hyde Park Rd	@	Union Turnpike	New Hyde Park
19	New Hyde Park Rd	@	Evans Street	New Hyde Park
20	New Hyde Park Rd	@	Park Avenue	New Hyde Park
21	New Hyde Park Rd	@	Stewart Avenue	Garden City

## **VMS**

	Artery	On approach to	Hamlet	For
1	Franklin Ave	Southern State Pky	Franklin Square	Southbound
2	Franklin Ave	Southern State Pky	Valley Stream	Northbound
3	Mineola Ave	Route 25A	Roslyn	Northbound
4	New Hyde Park Rd	Northern State Pky	New Hyde Park	Northbound

3. The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
4. The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

## **Data Collection and Survey**

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal equipment for thirty-nine (39) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4. Although four (4) proposed VMS and twenty-one (21) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. The selected firm may propose alternate

locations to the project manager for review.

5. The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6. Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8. Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

### **Mapping**

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block.
2. Plot property lines and rights-of-way on the base sheets for each location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

### **Data Development**

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed wi-fi reader collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table of utility pole attachment locations.
5. Develop a table to categorize Curb Ramps based upon location, type, and size.

### **Technical Design Report (TDR)**

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at

a minimum, the following:

- i. Description of existing conditions and associated problems;
  - ii. Description of the scope of work;
  - iii. Design criteria;
  - iv. Schedule of anticipated design drawings;
  - v. Construction Schedule;
  - vi. Preliminary cost estimation;
  - vii. Inventory of curb ramps;
  - viii. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

### **Specifications**

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

### **County-Supplied Data**

1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.
3. Nassau County will provide electronic files for all standard contract requirements.

### **Evaluation of Pedestrian Ramps**

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

### **Pedestrian Signals**

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.



### **Final Design (ADP)**

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.

### **Final Plans (PS&E)**

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.
6. Final plans shall be stamped and signed by a New York State Professional Engineer.

### **Meetings**

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

### **General Requirements**

1. **PS&E submission shall have a deadline of July 1, 2022.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

## **Design Engineering Support During Construction**

Prior to and during the course of project construction, the Firm shall assist Nassau County and the Prime Construction Contractor on a request basis for the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

## **Project(s) Start-Up Services**

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

### **1. Scheduling**

Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

### **2. Start-Up Assistance**

Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial

start-up. Start-up assistance during the first year of operation will be provided on a reasonable “on-call” basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

### 3. Strategic Start-Up Plan

This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

### 4. Troubleshooting and Debugging

It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

### 5. Optimization

Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and “fine tune” that signaling and associated equipment once they have been started up.

## **Cost Estimation**

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

## **Assumptions**

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager’s review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
  - i. Arterial strip mapping and utility information (where available).
  - ii. Fiber communications system plans.
  - iii. Traffic signal and electrical intersection plans for signals impacted by this project.

- iv. Nassau County plans will be supplied in electronic format if available.
- 11. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
- 12. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
- 13. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
- 14. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.
- 15. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
- 16. The Firm shall submit written responses to all County review comments.
- 17. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
- 18. Review all questions during the contract bidding and prepare all addenda as required.

#### **Federal and/or NY State Requirements**

- 1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
- 2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

#### **Diversity Requirements**

- 1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.

## **Exhibit B**

### **Payment Schedule**

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

- A. The Firm shall be paid on the basis of **2.60** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

## **Appendix “EE”**

### **Equal Employment Opportunities For Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled “Participation by Minority Group Members and Women in Nassau County Contracts,” governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises (“Certified M/WBEs”) as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County’s Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor

and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation



- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

## APPENDIX "L"

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Christer Ericsson, P.E. (Name)

325 West Main Street, Babylon, NY 11702 (Address)

631-587-5060 (Telephone Number)

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

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

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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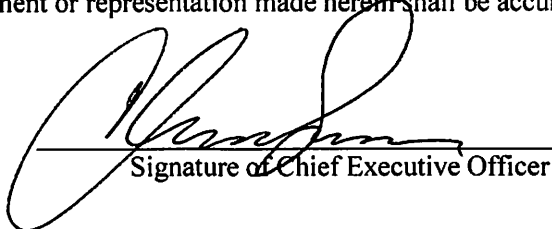
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

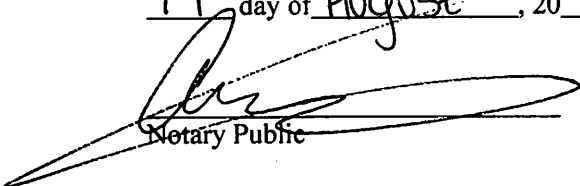
8/19/21  
Dated

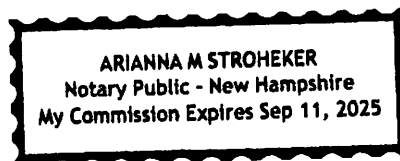
  
Signature of Chief Executive Officer

CHRISTOPHER ERICSSON  
Name of Chief Executive Officer

Sworn to before me this

19 day of August, 20 21.

  
Notary Public



Jack Schnirman  
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: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

\_\_\_\_\_  
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.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Gregory Zenk, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Greenman-Pedersen, Inc.

Vendor's Address: 325 W. Main Street Babylon NY US 11702

Vendor's EIN or TIN: 11-2537074

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
09/02/2021 08:15:48 AM

Lobbyist Registration and Disclosure Form:  
09/02/2021 08:20:29 AM

Business History Form certified:  
09/02/2021 08:22:10 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
09/02/2021 08:18:33 AM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Christer Ericsson, PE [CERICSSON@GPINET.COM]	09/02/2021 02:00:27 PM
Michael J. Buoncore, CPA [MBUONCORE@GPINET.COM]	09/02/2021 09:58:43 AM
M. Denise Carter, PE [DCARTER@GPINET.COM]	08/25/2021 11:28:16 AM
Thomas Lamb [TLAMB@GPINET.COM]	08/17/2021 12:47:03 PM
Gregory Zenk, PE [GZENK@GPINET.COM]	09/02/2021 08:21:19 AM

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

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

## CERTIFICATION

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

Gregory Zenk, PE GZENK@GPINET.COM

*Name*

Executive Vice President/Branch Manager

*Title*

Greenman-Pedersen, Inc.

*Name of Submitting Entity*

09/02/2021 02:17:41 PM

*Date*





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Curran for Nassau, Friends of Laura Curran and Friends of Ed Mangano.

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.

Electronically signed and certified at the date and time indicated by:  
Gregory Zenk, PE [GZENK@GPINET.COM]

Dated: 09/02/2021 08:15:48 AM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None.

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

None.

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

None.

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

None.

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

None.

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:  
Gregory Zenk, PE [GZENK@GPINET.COM]

Dated: 09/02/2021 08:20:29 AM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager

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

**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: Christer Ericsson, PE  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country: US
- Business Address: 325 Main Street  
City: Babylon State/Province/Territory: NY Zip/Postal Code: 11702  
Country: US  
Telephone: (631) 587-5060
- Other present address(es):  
City: Babylon State/Province/Territory: NH Zip/Postal Code: 03801  
Country: US  
Telephone: 6037705637

List of other addresses and telephone numbers attached

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

President	<u>04/13/2018</u>	Treasurer	<u>                    </u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>04/13/2018</u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>                    </u>	Partner	<u>                    </u>
Vice President	<u>09/01/2001</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**CERTIFICATION**

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

Greenman-Pedersen, Inc.

Name of submitting business

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

Christer Ericsson, PE [CERICSSON@GPINET.COM]

President/CEO

Title

09/02/2021 02:00:27 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: M. Denise Carter, PE  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country: US

Business Address: 325 W. Main Street  
City: Babylon State/Province/Territory: NY Zip/Postal Code: 11702  
Country: US  
Telephone: 631-587-5060

Other present address(es):  
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country:                       
Telephone:                     

List of other addresses and telephone numbers attached

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

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

Type	Description	Start Date
Other	Chief Strategy Officer	03/31/2021
Other	Executive Vice President	01/01/2017
Other	Senior Vice President	07/15/2000

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Greenman-Pedersen, Inc.

Name of submitting business

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

M. Denise Carter, PE [DCARTER@GPINET.COM]

Chief Strategy Officer

Title

08/25/2021 11:28:16 AM

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: Gregory Zenk  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address:		325 West Main Street	
City:	Babylon	State/Province/Territory:	NY
		Zip/Postal Code:	11702
Country	US		
Telephone:	6315875060		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

Type	Description	Start Date
Other	Senior Vice President	01/01/2017

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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



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

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

9.

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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Greenman-Pedersen, Inc.

Name of submitting business

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

Gregory Zenk, PE [GZENK@GPINET.COM]

Executive Vice President/Branch Manager

Title

09/02/2021 08:21:19 AM

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: Michael J. Buoncore, CPA  
 Date of birth: [REDACTED]  
 Home address: [REDACTED]  
 City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country: US

Business Address:	325 West Main Street		
City:	Babylon	State/Province/Territory:	NY
		Zip/Postal Code:	11702
Country	US		
Telephone:	(631) 587-5060		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President		Treasurer	10/01/1994
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	10/01/1994
Chief Financial Officer	10/01/1994	Partner	
Vice President	10/01/1994		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Within the past three years, Mr. Buoncore has been an officer of the following businesses:

- Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950  
- GPI Laboratories, Inc. (FKA Corrosion Control Consultants & Labs, Inc.), 4403 Donker Court SE, Kentwood, MI 49512.

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

YES ☒ NO ☐ If Yes, provide details.

Please see attached.

5 File(s) Uploaded: GPI Labs Contracts with Governmental Entities 2017-2019.pdf, GPI Labs Contracts with Governmental Entities 2018-2021.pdf, K&K Contracts with Governmental Entities 2017.pdf, K&K Contracts with Governmental Entities 2018.pdf, K&K Contracts with Governmental Entities 2019.pdf

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

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

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

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

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

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

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

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

9.

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

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Greenman-Pedersen, Inc.

Name of submitting business

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

Michael J. Buoncore, CPA [MBUONCORE@GPINET.COM]

Executive Vice President/Chief Financial Officer

Title

09/02/2021 09:58:43 AM

Date



Greenman-Pedersen, Inc.  
EIN: 11-2637074

September 11, 2020

**Nassau County Principal's Questionnaire for Michael J. Buoncore, CPA**

**Question 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? If yes, provide details.

Organization	Contract ID or Contract #	Contract Date	Name of Contracting Public Entity	Contract Name or Description	Contract Amount Received
GPI Laboratories, Inc.	4298	12/1/2014 - 11/30/2019	Oakland County Michigan	Lead Testing/Analysis - B	\$42,097
GPI Laboratories, Inc.	600000000017853	7/15/2013 - 1/14/2020	New York City Transit	Chemical and Physical Testing of Various Materials - Category no. 7 (paints)	\$1,024,565
GPI Laboratories, Inc.	600000000025457	1/15/2020 - 1/14/2025	New York City Transit	Chemical and Physical Testing of Various Materials - Category no. 1	\$79,253

Greenman-Pedersen, Inc.  
EIN: 11-2637074

August 31, 2021

**Nassau County Principal's Questionnaire for Michael J. Buoncore, CPA**

**Question 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? If yes, provide details.

Organization	Contract ID or Contract #	Contract Date	Name of Contracting Public Entity	Contract Name or Description	Contract Amount Received
GPI Laboratories, Inc.	4298	12/1/2014 - 11/30/2019	Oakland County Michigan	Lead Testing/Analysis - B	\$42,097
GPI Laboratories, Inc.	600000000017853	7/15/2013 - 1/14/2020	New York City Transit	Chemical and Physical Testing of Various Materials - Category no. 7 (paints)	\$1,024,565
GPI Laboratories, Inc.	600000000025457	1/15/2020 - 1/14/2025	New York City Transit	Chemical and Physical Testing of Various Materials - Category no. 1	\$79,253

## 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: Tom Lamb  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 400 Rella Blvd, Suite 207  
City: Montebello State/Province/Territory: NY Zip/Postal Code: 10901  
Country: US  
Telephone: 5182253568

Other present address(es):  
City: Montebello State/Province/Territory: NY Zip/Postal Code: 10901  
Country: US  
Telephone: 5182253568

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>08/03/2020</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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Greenman-Pedersen, Inc.

Name of submitting business

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

Thomas Lamb [TLAMB@GPINET.COM]

Vice President

Title

08/17/2021 12:47:03 PM

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: 08/31/2021

1) Proposer's Legal Name: Greenman-Pedersen, Inc.

2) Address of Place of Business: 325 West Main Street

City: Babylon State/Province/Territory: NY Zip/Postal Code: 11702

Country: US

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

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

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

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

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

6 File(s) Uploaded: GPI Location List Last 5 Years for BHF 9-11-2020.pdf, GPI Location List Last 5 Years 3-16-2020.pdf, GPI Location List Last 5 Years 3-16-2020.pdf, GPI Location List Last 5 Years for NC 2-22-2021.pdf, GPI Location List Last 5 Years for NC 7-2-2021.pdf, GPI Location List Last 5 Years for NC 8-31-21.pdf

4) Dun and Bradstreet number: 065935132

5) Federal I.D. Number: 11-2537074

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

Please see attached

9 File(s) Uploaded: GPI Location List Last 5 Years 3-16-2020.pdf, NC Shared Space 2-22-21.pdf, NC Shared Space 7-2-21.pdf, Q7 - GPI Shared Space 3-16-20.pdf, Q7 - GPI Shared Space 9-11-20.pdf, Q7 - GPI Shared Space 9-11-20.pdf, Q7 - GPI Subsidiaries NC 8-31-21.pdf, Q7 - Shared Space NC 8-31-21.pdf, Q7 GPI Shared Space-Staff-Equipment 7-9-19.pdf

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

Please see attached



8 File(s) Uploaded: GPI controlled businesses 2-22-21.pdf, NC - GPI controlled businesses 7-2-21.pdf, Q8 - GPI Subsidiaries NC 8-31-21.pdf, Q8 - GPI controlled businesses 9-11-20.pdf, Q8 - GPI controlled businesses 10-23-19.pdf, Q8 - GPI controlled businesses 3-16-2020.pdf, Q8 - GPI controlled businesses 3-16-2020.pdf, Q8 Control Other Businesses 7-9-19.pdf

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:

3 File(s) Uploaded: NC - GPI Affiliates 7-2-21.pdf, Q9 - GPI Affiliates NC 8-31-21.pdf, Q9 Affiliates for NC 2-22-21.pdf

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

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

GPI is fully committed to maintaining a high standard of ethical business conduct and has an established business ethics and conduct policy. Every employee is required to comply with, and sign off on, the GPI policy which includes required reporting/disclosure of any conflicts of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/11/1966

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

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. stock is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT). Please see attached letter from our CFO.

*No individuals with a financial interest in the company have been attached..*

4 File(s) Uploaded: ESOT Letter 1-22-2021 (signed).pdf, ESOT Letter 1-3-19 (signed).pdf, ESOT Letter 1-3-19 (signed).pdf, GPI 2020 ESOT Letter (signed).pdf

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

*No officers and directors from this company have been attached.*

8 File(s) Uploaded: NC - GPI Principals as of 7-2-21.pdf, Nassau Cty - GPI Principals as of 8-30-21.pdf, Principals as of 9-8-2020 for NC.pdf, Q Aiii - Principals as of 3-16-2020 for NC.pdf, QA III iii - GPI Officers & Directors 10-23-19.pdf, QA III iii - GPI Officers & Directors 10-23-19.pdf, QA III iii GPI Officers and Directors 7-9-2019 .pdf, QA III iii GPI Officers and Directors 7-9-2019 .pdf

- iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1601

vi) Annual revenue of firm;

348192981

vii) Summary of relevant accomplishments

Please see attached

3 File(s) Uploaded: GPI List of Relevant Bridge Projects 7-2019.pdf, GPI List of Relevant Roadway Projects 4-2019.pdf, GPI List of Relevant Traffic Projects 4-2019.pdf

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

7 File(s) Uploaded: Licenses for BHF 3-16-2020.pdf, Licenses for BHF 7-10-19.pdf, Licenses for NC BHF 2-22-21.pdf, Licenses for NC BHF 9-11-20.pdf, NC - GPI Licenses 7-2-21.pdf, NC - GPI Licenses 8-31-21.pdf, Q Aiii - Principals as of 3-16-2020 for NC.pdf

B. Indicate number of years in business.

55

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

GPI has been in business for over 50 years and has consistently been ranked as one of the largest engineering companies on Long Island. We are an ENR Top 100 nationwide firm featuring multi-discipline services to DOT's, Agencies, Authorities and municipalities throughout the eastern US.

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

Company Nassau County Department of Public Works

Contact Person Ken Arnold, Commissioner

Address 1194 Prospect Avenue

City Westbury State/Province/Territory NY

Country US

Telephone (516) 571-9607

Fax # (516) 571-9657

E-Mail Address karnold@nassaucountyny.gov

Company Suffolk County Department of Public Works

Contact Person William Hillman, P.E., Chief Engineer of Hwys, Structures & Waterways

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country US

Telephone (631) 852-4002

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company New York State Department of Transportation, Region 10

Contact Person Ken Murphy, PE, Regional Design Engineer

Address State Office Building, Room 5A3/5A4 , 250 Veterans Memorial Highway

City Hauppauge State/Province/Territory NY

Country US

Telephone	(631) 952-6654
Fax #	(631) 952-6936
E-Mail Address	ken.murphy@dot.ny.gov

---

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

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

### **CERTIFICATION**

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

Name of submitting business: Greenman-Pedersen, Inc.

Electronically signed and certified at the date and time indicated by:  
Gregory Zenk, PE [GZENK@GPINET.COM]

Executive Vice President/Branch Manager  
Title

09/02/2021 08:22:10 AM  
Date

Nassau County Business History Form

**Question 2:**

List all other business addresses used within last five years:

Current Locations						
Location Name	Address	City	ST	Zip	Phone	Fax
Norwalk, CT	40 Richards Ave, 3rd Floor	Norwalk	CT	06854	203-604-6731	
Milford, DE	550 South DuPont Blvd, Suite F	Milford	DE	19963		
Chipley, FL	1273 Office Park Drive	Chipley	FL	32428	850-526-5211	
Daytona Beach, FL	1176 Pelican Bay Drive	Daytona Beach	FL	32119	386-226-1113	
Doral, FL	7735 NW 48th Street, Suite 110	Doral	FL	33166	305-290-4997	305-328-6714
Fort Pierce, FL	3306 Enterprise Road	Fort Pierce	FL	34982	772-337-3116	772-337-0294
Jacksonville, FL - Adams St.	1010 East Adams Street, Suite 140	Jacksonville	FL	32202	904-355-6948	904-355-6950
Jacksonville, FL - Chaffee Pt.	514 Chaffee Point Boulevard, Unit 3	Jacksonville	FL	32221	904-355-6948 x8417	
Ocala, FL	328 Northeast 1st Avenue, Suite 200	Ocala	FL	34470	352-368-5055	
Orlando, FL	423 S. Keller Road, Suite 300	Orlando	FL	32810	407-851-7880	
Tallahassee, FL	1590 Village Square Boulevard	Tallahassee	FL	32309	850-668-5211	850-668-3106
Tampa, FL	1000 North Ashley Drive, Suite 100	Tampa	FL	33602	813-632-7676	813-632-7683
Marietta, GA	2121 Newmarket Parkway SE, Suite 151	Marietta	GA	30067	407-851-7880	
Jeffersonville, IN	100 West Court Avenue, Suite 201	Jeffersonville	IN	47130	812-670-9070	
Lawrenceburg, KY	143 W. Woodford Street, Suite 3-A	Lawrenceburg	KY	40342	502-547-8452	
Baton Rouge, LA	8550 United Plaza Blvd., Ste. 702	Baton Rouge	LA	70809	225-906-5109	
Southbridge, MA	176 Main Street, Suite 420	Southbridge	MA	01550	978-570-2999	978-658-3044
Wilmington, MA	181 Ballardvale Street, Suite 202	Wilmington	MA	01887	978-570-2999	978-658-3044
Columbia, MD	11000 Broken Land Parkway, Suite 500	Columbia	MD	21044	410-880-3055	301-490-2649
North East, MD	15 Grandview Avenue, Suite 2	North East	MD	21901		
Rockville, MD	530 Gaither Road, Suite 100	Rockville	MD	20850	240-268-1820	240-268-1821
Portland, ME	222 St. John Street, Suite 252	Portland	ME	04102	207-358-7160	
Charlotte, NC	508 West 5th Street, Suite 150	Charlotte	NC	28202	704-540-0087	704-540-3050
Wilmington, NC	3909 Wrightsville Avenue, Suite 200	Wilmington	NC	28403	910-799-8100	
Portsmouth, NH	21 Daniel Street, Second Floor	Portsmouth	NH	03801	603-891-2213	
Salem, NH	44 Stiles Road	Salem	NH	03079	603-893-0720	603-893-0733
Lebanon, NJ	100 Corporate Drive, Suite 301	Lebanon	NJ	08833	908-236-9001	908-236-9669
Ocean View, NJ	458 Woodbine-Oceanview Road	Oceanview	NJ	08230	609-624-1408	
Red Bank, NJ	54 Shrewsbury Avenue, Suite A	Red Bank	NJ	07701	732-268-8373	
Albany, NY	80 Wolf Road, Suite 300	Albany	NY	12205	518-453-9431	518-453-9458
Babylon, NY	325 West Main Street	Babylon	NY	11702	631-587-5060	631-422-3479
Binghamton, NY	107 Theresa Boulevard	Binghamton	NY	13901	607-204-0199	
Brisbane (BUF) Office, NY	403 Main Street, Suite 330	Buffalo	NY	14203	716-633-4844	
Buffalo, NY	4950 Genesee Street, Suite 100	Buffalo	NY	14225	716-633-4844	716-633-4940
Jamestown, NY	200 Harrison Street, Suite H-2	Jamestown	NY	14701	716-488-2803	
Manhattan, NY	21 West 38th Street, 6th Floor	New York	NY	10018	646-791-8800	646-791-8839
Montebello, NY	400 Rella Boulevard, Suite 207	Montebello	NY	10901	845-368-4050	845-368-4070
Rochester, NY	400 Andrews Street, Suite 610	Rochester	NY	14604	585-486-4859	
Berea, OH	601 West Bagley Road	Berea	OH	44017	440-973-9415	440-971-1134
Dublin, OH	5178 Blazer Parkway, Suite A	Dublin	OH	43017	614-401-5560	
Portland, OR	4850 SW Scholls Ferry Road, Suite 203	Portland	OR	97225	971-344-6183	
Allentown, PA	1320 Hausman Road, Ste. 204	Allentown	PA	18104	484-869-5566	
Mechanicsburg, PA	4900 Ritter Road, Suite 110	Mechanicsburg	PA	17055	717-724-4680	717-724-4683
North East, PA	8 Gibson Street	North East	PA	16428	814-725-8659	814-725-3867
Philadelphia, PA	1500 Market St., 12th Fl, East Tower	Philadelphia	PA	19102	215-246-3481	

**Nassau County Business History Form****Question 2:** *(continued)*

List all other business addresses used within last five years:

Current Locations						
Location Name	Address	City	ST	Zip	Phone	Fax
Pittsburgh, PA	4 Penn Center West, Suite 215	Pittsburgh	PA	15276	570-340-3700	570-342-4080
Scranton, PA	52 Glenmaura National Blvd., Suite 302	Scranton	PA	18505	570-342-3700	570-342-4080
Columbia, SC	1812 Lincoln Street, Suite 201	Columbia	SC	29201	803-465-1954	
Locust Grove, VA	4444 Germanna Highway, Suite 320	Locust Grove	VA	22508		
Springfield, VA	8001 Braddock Road, Suite 200	Springfield	VA	22151	703-978-0100	703-978-6038
White River Junction, VT	46 South Main Street	White River Junction	VT	05001	802-359-4070	
Sheboygan, WI	2124 Kohler Memorial Drive, Suite 305	Sheboygan	WI	53081	920-449-5298	
Elkins, WV	304 Railroad Avenue	Elkins	WV	26241	304-637-4765	
Morgantown, WV	917 Canyon Road	Morgantown	WV	26508	304-507-8101	
Scott Depot, WV	58 Mission Way, Suite 201	Scott Depot	WV	25560	304-507-8101	

**Nassau County Business History Form****Question 2:** *(continued)*

List all other business addresses used within the last 5 years.

Locations No Longer in Use (past 5 years)					
Location Name	Address	City	ST	Zip	Vacated
Louisville, KY	1387 S. Fourth Street, Room 201	Louisville	KY	40208	2014
Urbana, OH	31-1/2 Monument Square	Urbana	OH	44017	2014
Baton Rouge, LA	8282 Goodwood Boulevard, Suite W-3	Baton Rouge	LA	70806	2016
Fredericksburg, VA	702 Westwood Office Park	Fredericksburg	VA	22401	2016
Greensboro, NC	7870 Thorndike Road	Greensboro	NC	27409	2017
Brooksville, FL	12435 Cortez Blvd., Suite 209	Brooksville	FL	34613	2018
Annapolis Junction, MD	10977 Guilford Road	Annapolis Junction	MD	20701	2018
Cape May Court House, NJ	106 North Route 9	Cape May Court House	NJ	08210	2018
Rochester, NY	20 Wildbriar Street, Suite E	Rochester	NY	14623	2018
Plymouth, WI	506 E. Mill Street, Suite 110	Plymouth	WI	53073	2018
Milford, DE	200 N. Rehoboth Boulevard	Milford	DE	19963	2019
Newark, DE	200 Continental Drive, Suite 401	Newark	DE	19713	2019
Daytona Beach, FL	One Daytona Blvd., Suite 220	Daytona Beach	FL	32114	2019
Scranton, PA	50 Glenmaura National Blvd., Suite 102	Scranton	PA	18505	2019



**Nassau County Business History Form**

**Question 7:**

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

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Dates From - To
45-0535502	<b>GPI Geospatial</b> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	12/23/2011 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	06/01/2006 to Present
59-2405375	<b>Underwater Engineering Services, Inc.</b> 3306 Enterprise Road Fort Pierce, FL 34982	772-337-3116	01/01/2021 to Present
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	7/1/2007 to Present
43-1994849	<b>Horizon Engineering Group, Inc.</b> 1051 Winderly Place, Suite 400 Maitland, FL 32751	407-644-7755	6/30/21 - Present

Please note that the previously disclosed companies listed below have merged with Greenman-Pedersen, Inc. as of the dates indicated:

- **Keller & Kirkpatrick, Inc.**, Morris Plains, NJ – as of July 1, 2020
- **MHF Design Consultants, Inc.**, Salem, NH – as of December 31, 2020
- **S3E Engineers, Inc.**, Springfield, VA – as of January 8, 2021

**Nassau County Business History Form**

**Question 8:**

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

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Dates From - To
45-0535502	<b>GPI Geospatial</b> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	12/23/2011 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	06/01/2006 to Present
59-2405375	<b>Underwater Engineering Services, Inc.</b> 3306 Enterprise Road Fort Pierce, FL 34982	772-337-3116	01/01/2021 to Present
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	7/1/2007 to Present
43-1994849	<b>Horizon Engineering Group, Inc.</b> 1051 Winderly Place, Suite 400 Maitland, FL 32751	407-644-7755	6/30/21 - Present

Please note that the previously disclosed companies listed below have merged with Greenman-Pedersen, Inc. as of the dates indicated:

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- **S3E Engineers, Inc.**, Springfield, VA – as of January 8, 2021

Nassau County Business History Form

**Question 9:**

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

**Affiliates:**

FEIN	Firm Name Address	Phone	Dates From - To
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	7/1/2007 to Present

January 2, 2020

To Whom It May Concern:

As of October 1, 2006, one hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust ("ESOT"), as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders, except for the ESOT (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15-year promissory notes with all of the shareholders.

The ESOT, in conjunction with the Greenman-Pedersen, Inc. Employee Stock Ownership Plan ("ESOP"), hereinafter collectively referred to as the "Plan", qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended.

The Plan is currently represented and managed by:

**Capital Trustees, LLC**

17. S. Second Street, Suite 301

Harrisburg, PA 17101

(717) 919-5172

Richard A. Heeter, Managing Director

The Trustee is responsible for maximizing the benefit of the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the efforts of GPI's employees to sustain the success of the Company. Lastly, Federal regulations require that the Plan's primary investments must be in employer securities (company stock). The Plan is in compliance with all pertinent regulations.

Annual contributions to the Plan are determined by the Company's Board of Directors and may be made in the form of Company stock and/ or cash. The stock portion of the contribution is issued out of Treasury. Simultaneous to this determination, all contributions are allocated to each qualified employee based on two criteria: 1) the employee's years of service compared to total years of service of all eligible employees and, 2) employee's compensation compared to the total compensation of all eligible employees. Any employer securities shown in an employee's account does not infer actual ownership in the Company by that employee, but rather the rights that the employee has, as a beneficiary, to the economic value that those shares represent.

I hope that this brief explanation outlines the nature of the Plan's ownership in GPI.

Very truly yours,

**GREENMAN-PEDERSEN, INC.**



Michael J. Buoncore

Executive Vice President / CFO

EIN: 11-2537074

## Nassau County Business History Form

Question Aiii:

Name, address, and position of all officers and directors of the company.

Name	Residence Address Business Address
<b>Christer Ericsson, PE</b> Chief Executive Officer/President	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>Michael Buoncore, CPA</b> Executive Vice President/Chief Financial Officer Secretary and Treasurer	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>M. Denise Carter, PE</b> Executive Vice President/Chief Strategy Officer	[REDACTED]
<b>Gregory Zenk, PE</b> Executive Vice President/Branch Manager	[REDACTED] 325 West Main Street, Babylon, NY 11702
<b>Thomas Lamb, LEED AP</b> Vice President/Director of Operations	[REDACTED] 2 Executive Boulevard, Suite 202, Suffern, NY 10901

## Greenman-Pedersen, Inc.

### List of Relevant Roadway Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
1. <b>Painting and Rehabilitation of Glenn Curtiss Boulevard over Meadowbrook State Parkway and Charles Lindbergh Boulevard over Meadowbrook State Parkway, Various Locations, NY.</b> GPI provided a 100% hands-on inspection of each bridge; an environmental assessment to determine if any hazardous materials existed at these bridges; development of a Design Report in accordance with the Locally Administered Federal Aid Procedures; preparation of design plans, specifications and estimates and project coordination with affected agencies. All of the above was performed in a manner which minimized impact to the traveling public.	Nassau County Dept. of Public Works Westbury, NY	\$6,000,000	2014	Yes
2. <b>Merrick Road over Milburn Creek Bridge Rehabilitation, Freeport, NY.</b> The project includes performing an in-depth inspection of a twin-barrel concrete box culvert to determine the current condition. Per inspection findings, GPI will provide repair plans of box culverts and headwall, waterproofing top slab of bridge/culvert, and restoring roadway/grade above culvert.	Nassau County Dept. of Public Works Westbury, NY	\$4,000,000	Est. 2019	Progressing on time/budget
3. <b>Barnum Island Creek Bridge Replacement Construction Support Services, Island Park, NY.</b> This project included providing construction support services for the replacement of the Barnum Island Bridge in Island Park, NY.	Nassau County Dept. of Public Works Westbury, NY	\$250,000 fee	2018	Yes
4. <b>Barnum Island Creek Bridge Replacement, Hamlet of Oceanside, NY.</b> GPI provided scoping, preliminary and final design services for the reconstruction of the existing Long Beach Road Bridge over Barnum Island Creek. The project included in-depth inspection and report, Level One Load Rating, development of alternatives for rehabilitation or replacement of the existing bridge superstructures consisting of concrete encased steel girders and precast concrete box beams. GPI performed construction support services for the replacement of the Barnum Island Bridge.	Nassau County Dept. of Public Works Westbury, NY	\$10,000,000	2017	Yes
5. <b>Resurfacing of Various Nassau County Roads, Mission 7, Nassau County, NY.</b> Resurfacing of 10.2 centerline lane miles of various existing asphalt and composite roadways throughout Nassau County. The goal was to rehabilitate and improve the riding surface quality of the roadways and to extend their service life.	Nassau County Dept. of Public Works Westbury, NY	\$157,500	2015	Yes
6. <b>Inspection of 27 Pedestrian Bridges, Nassau County, NY.</b> Performed a visual inspection and prepared a letter report identifying any required repairs to each of the 27 pedestrian bridges.	Nassau County Dept. of Public Works Westbury, NY	\$37,000 fee	2008	Yes
7. <b>Rehabilitation of the Pearl Street Bridge, East Rockaway/ Oceanside, NY.</b> REI/construction inspection services for the rehabilitation of the Pearl Street Bridge, including addressing red-flag repairs; repairs to bridge pilings and replacement of steel piling jackets; repair of underdeck concrete cracks/spalls; removal and replacement of armored roadway joints; and miscellaneous repairs.	Nassau County Dept. of Public Works Westbury, NY	\$2,500,000	Est. 2019	Progressing on time/budget
8. <b>Nassau County Police Department Marine Bureau, Mission 8, Nassau County, NY.</b> Conducted an inspection to identify post Superstorm Sandy damage of specific critical facility and building systems including the marina. Developed an assessment report with recommendations.	Nassau County Dept. of Public Works Westbury, NY	\$17,527 fee	2014	Yes
9. <b>Whaleneck Creek Culvert, Merrick, NY.</b> Project included performing an in-depth inspection of a twin barrel concrete box culvert to determine the current condition. As a result of the inspection findings, both repair and replacement alternatives were developed.	Nassau County Dept. of Public Works Westbury, NY	\$3,000,000	2013	Yes
10. <b>Emergency Repair Service at the Long Beach Boulevard Bridge, Long Beach, NY.</b> Inspect and design structural repair of deteriorated bridge joints for bascule lift bridge.	Nassau County Dept. of Public Works Westbury, NY	\$67,400 fee	Est. 2019	Progressing on time/budget

## Greenman-Pedersen, Inc.

### List of Relevant Roadway Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
11. <b>Rockville Centre Bridge Painting, Rockville Centre, NY.</b> The project involved construction inspection services for the rehabilitation and painting of pedestrian bridges over Peninsula Boulevard and Merrick Road in Rockville Centre, Nassau County	Nassau County Dept. of Public Works Westbury, NY	\$2,687,345	2010	Yes
12. <b>Painting and Rehabilitation of Four Bridges, Nassau County, NY.</b> GPI prepared contract documents for the component rehabilitation and painting of four pedestrian bridges in Nassau County. Work included repairs to masonry abutments and wingwalls, approach pavements, stone path improvements, steel railing repairs and painting, and graffiti removal.	Nassau County Dept. of Public Works Westbury, NY	\$2,000,000	2010	Yes
13. <b>On-Call Civil Engineering and Site Development Design and Support Services, Various Locations, Nassau County, NY.</b> GPI provided design plans, construction estimates, and special specifications for roads, bridges, drainage facilities, or various other infrastructures on an on-call basis.	Nassau County Dept. of Public Works Westbury, NY	\$318,271 total fee	2016	Yes
14. <b>Trail Crossing Design (Woodbury Road), Woodbury, NY.</b> This project involves improving the safety of the existing Nassau-Suffolk Greenbelt Trail Crossing of Woodbury Road. The proposed improvement includes installing a marked crosswalk controlled by a <b>HAWK</b> beacon (High-Intensity Activated crossWalK beacon) also known as a Pedestrian Hybrid Beacon (PHB). This will be the first HAWK installation by NCDPW.	Nassau County Dept. of Public Works Westbury, NY	\$200,000	Est. 2019	Progressing on time/budget
15. <b>Elmont Traffic Safety Study, Elmont, NY.</b> GPI is conducting a traffic safety study within the Hamlet of Elmont due to numerous requests to evaluate safety along both Elmont Road and Dutch Broadway. Engineering recommendations are being developed to calm traffic in the area to provide for a safer pedestrian and vehicular environment, developing mitigation to reduce the frequency and severity of crashes, improve walkability, meet ADA requirements, increase sight distance at intersections, and provide a walkable "Safe Route to School" where applicable.	Nassau County Dept. of Public Works Westbury, NY	\$182,163	Est. 2019	Progressing on time/budget
16. <b>Nassau County On-Call Contract for CEI Services to Resurface County Roads, Various Locations Nassau Co., NY.</b> Project involved providing construction inspection services for both night-time and day-time resurfacing of Nassau County roads. Work included milling and asphalt paving of roadways and necessary adjustment of drainage castings for this \$3.2-million project.	Nassau County Dept. of Public Works Westbury, NY	\$3,219,000	2008	Yes
17. <b>Seaford Road Raising - Miami Street and Anchor Place, Seaford, NY.</b> The Town of Hempstead will utilize CDBG-DR funds under the auspices of the Governor's Office of Storm Recovery (GOSR) to reconstruct and raise in elevation approximately 1,730 ft of local residential streets that are currently experiencing tidal flooding. The reconstruction and raising of street terminus existing bulkheads to higher more resilient elevation is also a part of the proposed work.	Town of Hempstead Hempstead, NY	\$1,330,000	Est. 2020	Progressing on time/budget
18. <b>Roadway Reconstruction in the Harbor Boulevard/Tiana Street Area, Seaford, NY.</b> Topographic survey, final design, construction documents and construction inspection for the reconstruction of multiple residential roadways located in Seaford, NY. The project was advanced under three separate design and construction contracts due to funding and property limitations.	Town of Hempstead Engineering Hempstead, NY	\$5,200,000	2009	Yes
19. <b>Garvies Point Road Final Design, Glen Cove, NY.</b> GPI provided technical support, agency liaison, and QA/QC review of materials associated with the final design plans, specifications, property acquisitions, and construction cost estimates for this locally administered federal aid project for Garvies Point Road.	City of Glen Cove Glen Cove, NY	\$67,000,000	2015	Yes

## Greenman-Pedersen, Inc.

## List of Relevant Roadway Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
20. <b>Harbor Boulevard/Tiana Street Area - Narragansett Avenue Road Raise, Seaford, NY.</b> This project involved mitigation of tidal flooding occurring on a Town roadway in a low-lying area adjacent to canals connected to Long Island's Great South Bay. GPI provided analysis and design of roadway profiles to raise the roadway to mitigate the frequency of roadway tidal flooding occurrences. GPI developed off-road grading on private property and adjacent to residential homes, in consideration of the construction impacts onto private property. GPI provided construction bid documents for the competitive bidding of this project by the Town. The project was bid, awarded and has been constructed. GPI performed detailed daily construction inspection and support services during the construction phase of the project.	Town of Hempstead Engineering Hempstead, NY	\$1,400,000	2016	Yes
21. <b>Preliminary and Final Design for the Restoration of the Bridge at the Vanderbilt Museum, Town of Huntington, NY.</b> This project involves rehabilitation of a unique concrete rigid frame bridge on the Vanderbilt Estate grounds, built with stone mosaics throughout the sidewalks and facade of the structure.	Suffolk County Dept. of Public Works Yaphank, NY	62,441 fee	Est. 2019	Progressing on time/budget
22. <b>Improvements to County Road 73, Roanoke Avenue from NY 25, Main Street to CR 58, Old Country Road, Riverhead, NY.</b> Rehabilitation of curb and sidewalk, drainage improvements including the removal and replacement of existing drainage structures, pavement resurfacing, and traffic signal improvements along CR 73 Roanoke Avenue. The installation of a "Vortechs" below-ground storm water treatment device including dewatering operations was also required.	Suffolk County Dept. of Public Works Yaphank, NY	\$3,800,000	2017	Yes
23. <b>Reconstruction of Bulkhead at Timber Point Police Marina, Town of Islip, NY.</b> GPI provided engineering services for the structural assessment of the existing timber navy-style bulkhead and the design of new composite sheeting to be installed in front of the existing bulkhead. Final design and construction support and inspection were provided, including design of new lighting for the adjacent parking lot and preparation of utility plans and details for utility conflicts as needed.	Suffolk County Dept. of Public Works Yaphank, NY	\$513,000	2009	Yes
24. <b>Smith Point Bridge Value Engineering Study, Suffolk County, NY.</b> Suffolk County was required by FHWA regulations to perform a Value Engineering Study for the project. A five-day workshop was performed to assess the possible design alternatives that could be used to provide best value to the County and public for this project. The VE workshop was performed in accordance with SAVE International's standards for Value Engineering Studies.	Suffolk County Dept. of Public Works Yaphank, NY	\$57,781 fee	2015	Yes
25. <b>Feasibility Study for Sidewalks on CR 39, Town of Southampton, NY.</b> GPI is providing a feasibility study to evaluate and prepare conceptual design alternatives to incorporate PROWAG/ADA compliant sidewalks, pedestrian ramps, curbs, and drainage along two miles of CR 39 in Southampton.	Suffolk County Dept. of Public Works Yaphank, NY	\$61,979 fee	Est. 2019	Progressing on time/budget
26. <b>Regional Design Services Agreement (RDSA) - Region 10, Nassau and Suffolk Counties, NY.</b> The RDSA provides for consultant design services which may include all preliminary design activities (Phases I-IV); final design for bridge/culvert replacement; bridge/culvert rehabilitation; highway construction and highway rehabilitation projects; public involvement; design survey and mapping; right-of-way survey and mapping; environmental assessments and studies; in-depth bridge inspection; constructability review; Intelligent Transportation System (ITS) design; multi-site assignments (i.e. design of traffic signals, sign design, asset allocation and condition surveys, etc.); and construction support services.	New York State Dept. of Transportation Albany, NY	\$242,549 total fee to date	Est. 2020	Progressing on time/budget



# Greenman-Pedersen, Inc.

## List of Relevant Roadway Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
27. <b>Reconstruction of NY 347 from NY 454 to NY 25, Town of Smithtown, NY.</b> Final design, construction documents and construction support for the reconstruction and widening of NY 347 from four to six lanes between Brookside Drive and the Smith Haven Mall. The project will be advanced under separate construction contracts including PINs 0054.08, 0054.18 and 0054.20.	New York State Dept. of Transportation Albany, NY	\$182,000,000	Est: 2019	Progressing on time/budget
28. <b>Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy, Various Locations, NY.</b> GPI provided emergency services as a result of damages caused by Superstorm Sandy.	New York State Dept. of Transportation Albany, NY	\$50,000 total fee	2015	Yes
29. <b>Emergency, Safety and Pavement Standby Design Support, Various Locations, Nassau and Suffolk Counties, NY.</b> GPI provided engineering services to the New York State Dept. of Transportation on a call-in basis. Projects included asphalt removal, culvert replacement, pedestrian traffic signal, and safety investigations.	New York State Dept. of Transportation Albany, NY	\$646,919 total fee	2014	Yes
30. <b>Drainage Improvements at Multiple Locations, Nassau and Suffolk Counties, NY.</b> Final design and construction documents for a range of drainage improvements at 16 locations including isolated leaching basins, new drainage systems, and new recharge basins.	New York State Dept. of Transportation Albany, NY	\$5,000,000	2013	Yes
31. <b>Bethpage State Park Bikeway Extension, Nassau County, NY.</b> GPI prepared a topographic survey, preliminary and final design, and construction documents for this shared-use path connecting the existing Bethpage State Park trail and the Syosset Railroad Station. The project received the 2013 Quality of Life Award from the Long Island ASCE Chapter.	New York State Dept. of Transportation Albany, NY	\$8,500,000	2010	Yes
32. <b>Guide Rail Rehabilitation, Middle Island and Sag Harbor, NY.</b> This project involved the design of new guide rail to replace existing damaged and non-standard existing guiderail at two locations.	New York State Dept. of Transportation Albany, NY	\$50,000 fee	2017	Yes
33. <b>I-495 Police Enforcement Areas, Multiple Locations, Nassau County, NY.</b> Project included field investigation, final site design, coordination with respective agencies, construction cost estimating, and plan production.	New York State Dept. of Transportation Albany, NY	\$650,000	2013	Yes
34. <b>Mill and Fill, I-495 NYC Line to Exit 37 (Willis Avenue), Assignment #2, Queens/Nassau County, NY.</b> The proposed work included a 2-in. pavement milling of the existing asphalt riding surface, some isolated full-depth composite pavement or full-depth asphalt repairs, new top course asphalt resurfacing and new pavement markings. The asphalt resurfacing was a 2-in. overlay hot mix asphalt. Drainage work was limited to frame and grate adjustments for frames that were broken, or grates that were low prior to resurfacing, as necessary. This mill and fill project did not change the profile grades so drainage flows and grate elevations should were not affected. The centerline length of the project was 4.3 miles or 42.9 lane miles, with an additional four miles of ramps.	New York State Dept. of Transportation Albany, NY	\$10,000,000	2013	Yes
35. <b>Miscellaneous Safety Improvements, Nassau and Suffolk Counties, NY.</b> Traffic safety study of improvements at the intersection of NY 106/Brookville Road, the intersection of NY 231/Old Country Road, and along NY 25A near Cold Spring Harbor Laboratory.	New York State Dept. of Transportation Albany, NY	\$7,850 fee	2012	Yes

## Greenman-Pedersen, Inc.

### List of Relevant Roadway Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
36. <b>Northern State Parkway and Long Island Expressway Interchange Improvements at NY 110, Town of Huntington, NY.</b> Environmental Assessment, preliminary and final design, construction documents and construction support for the replacement and widening of the existing NSP Bridge over NY Route 110 and its interchange along with the widening of NY Route 110 from four to six lanes between the LIE and NSP.	New York State Dept. of Transportation Albany, NY	\$109,000,000	2014	Yes
37. <b>NY 110 Safety Improvements, Towns of Babylon &amp; Huntington, NY.</b> GPI provided an upgraded pedestrian facilities that focused on pedestrian safety on NY 110 between NY 27A and Youngs Hill Road. The project included realignment of existing left turn lanes between Detroit Place and Lyons Street to improve sight distance; installation of new traffic signals and rebuild of existing signals; installation of new crosswalks at existing signalized intersections; reconstruction of intersections to provide additional opportunities to cross safely; installation of pedestrian refuge islands at locations where pedestrians could be stranded in the middle of the road; and installation of Rectangular Rapid Flash Beacons at crosswalks to enhance safety.	New York State Dept. of Transportation Albany, NY	\$174,776 fee	2018	Yes
38. <b>NY 25A Northport Drainage Review, Town of Huntington, NY.</b> Project included rehabilitation of drainage system to eliminate the infiltration of pollution into the system.	New York State Dept. of Transportation Albany, NY	\$53,851 fee	2015	Yes
39. <b>NY 27 at CR 1 County Line Road Guide Rail, Suffolk County, NY.</b> This project included the review and analysis of an existing guide rail system protecting an under-roadway culvert and the design of a replacement protection system.	New York State Dept. of Transportation Albany, NY	\$17,880 fee	2016	Yes
40. <b>Long Island Expressway Rest Area, Suffolk County, NY.</b> Project included development of noise barrier layout plans required for a new rest area on the LIE in vicinity of Carl's Straight Path.	New York State Dept. of Transportation Albany, NY	\$10,000 fee	2015	Yes
41. <b>Ocean Parkway Pedestrian Underpass Replacement, Wantagh, NY.</b> Final design and construction documents for the removal and replacement of a pedestrian underpass under Ocean Parkway.	New York State Dept. of Transportation Albany, NY	\$5,175,000	2013	Yes
42. <b>NY 27 Pedestrian Safety Improvements - Broadway to Wantagh Parkway, Hempstead and Oyster Bay, NY.</b> This project provided upgraded pedestrian facilities that focused on pedestrian safety on NY 27 (Sunrise Highway) between Broadway and the Wantagh State Parkway (WSP). The work included construction of new traffic signals, crosswalks that had (where possible/applicable) pedestrian indications, Count Down (CD) Timers, latching pushbuttons, ADA compliant pedestrian ramps with detectable warnings and high-visibility pavement markings.	New York State Dept. of Transportation Albany, NY	\$2,700,000	2016	Yes
43. <b>Roadway Resurfacing of NY 25A, Huntington and Smithtown, NY.</b> Final design and construction documents for roadway resurfacing of NY 25A from Bread and Cheese Hollow Road to Sunken Meadow Parkway.	New York State Dept. of Transportation Albany, NY	\$3,000,000	2012	Yes
44. <b>Smithtown-Port Jefferson; Before and After Parking Analysis Report, East Setauket, NY.</b> GPI was retained by the NYSDOT Real Estate group to perform a before and after parking analysis report for a parcel located in East Setauket, NY.	New York State Dept. of Transportation Albany, NY	\$8,500 fee	2011	Yes
45. <b>Southern State Parkway Safety Locations, Towns of Babylon and Islip, NY.</b> This project involved the investigation of two locations along the Southern State Parkway which were identified by NYSDOT as safety deficient locations.	New York State Dept. of Transportation Albany, NY	\$1,700,000	2014	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
46. <b>Wellwood Avenue over Route 27 Design-Build Project, Lindenhurst, NY.</b> Design-build for the replacement of a four-span aluminum bridge with a two-span prestressed concrete superstructure.	New York State Dept. of Transportation Albany, NY	\$20,000,000	2017	Yes
47. <b>Steel Bridge Rehabilitation Final Design (Phases V-VI), Nassau and Suffolk Counties, NY.</b> Project involved in-depth inspection of 16 multi-span steel stringer bridges located throughout Nassau and Suffolk Counties to determine their current condition in order to establish the required rehabilitation work to be performed at each structure.	New York State Dept. of Transportation Albany, NY	\$11,500,000	2013	Yes
48. <b>Accelerated Bridge Program, Phase 1B, Design-Build Project, Nassau and Suffolk Counties, NY.</b> This accelerated bridge program design-build project provided for the rehabilitation and repair of six bridges located in New York State Region 10 for the purpose of improving the overall condition rating of each deficient bridge. This was achieved by deck replacement and repair of various bridge components while maintaining, or providing a detour for, vehicular and pedestrian traffic.	New York State Dept. of Transportation Albany, NY	\$24,179,000	2014	Yes
49. <b>Storm Water Investigation and Study of Drainage Improvements at the Lido Beach-Point Lookout Area, Town of Hempstead, NY.</b> Engineering services and hydraulic analysis for the storm water investigation and study of drainage improvements at the Lido Beach-Point Lookout area, under the NYS Governor's Office of Storm Recovery (GOSR) Community Reconstruction Program.	Dormitory Authority - State of New York (DASNY) Rochester, NY	\$253,372 fee	2018	Yes
50. <b>Rehabilitation of Sagg Bridge on Bridge Lane, Sag Harbor, NY.</b> In-depth bridge inspection and preparation of a memorandum to the Village describing inspection findings along with repair recommendations. Also involved preparation of repair plans for the bridge based upon inspection findings. Construction support services were also provided for this project.	Village of Sagaponack Sagaponack, NY	\$110,430 fee	2017	Yes
51. <b>Bridge Lane Bridge Railing Rehabilitation, Village of Sagaponack, NY.</b> This project involved performing a study and preparing a report for a replacement bridge railing at the Bridge Lane Bridge in the Village of Sagaponack. The new bridge railing is in accordance with NYS and Federal guidelines and is aesthetically acceptable to the Village of Sagaponack and its residents.	Village of Sagaponack Sagaponack, NY	\$25,000 fee	2014	Yes
52. <b>Backflow Prevention/Check Valves for Storm Drainage Systems, Oakdale/Sayville, NY.</b> GPI assisted the Town of Islip in developing the application for funding submitted to the Governor's Office of Storm Recovery (GOSR) for improvements relating to Superstorm Sandy recovery project. GPI assisted with the engineering and design, bid preparation and construction observation, and supervision services for the installation of tidal check valves and other flood prevention measures on existing major drainage outfalls.	Town of Islip Islip, NY	\$240,000	2018	Yes
53. <b>Kelly Quad Parking Lot, Stony Brook, NY.</b> GPI provided engineering services for the expansion of the existing parking lot by approximately 110 parking spaces. The design included parking lot layout, pavement design, drainage design and lighting design. Due to the existing topography, retaining walls ranging between four and 12 ft were required. Project requirements also included detailed design, specifications and cost estimates.	State University of New York at Stony Brook Stony Brook, NY	\$77,000 fee	2009	Yes
54. <b>West Drive Roadway Improvements, Stony Brook, NY.</b> Final design, construction documents, and construction support for reconstruction and reconfiguration of West Drive, Schomburg Drive, the Kelly Quad parking lot, and the intersection of West Drive and Circle Road.	State University of New York at Stony Brook Stony Brook, NY	\$2,000,000	2014	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
55. <b>Site Plan and Structural Design of Stony Brook University Founder's Plaza, Stony Brook, NY.</b> Site planning and engineering and structural design for this monument and plaza area at Stony Brook University. The plaza and monument features were constructed to recognize the original founders of the University and those providing on-going support.	Stony Brook Foundation Stony Brook, NY	\$500,000	2016	Yes
56. <b>New Life Sciences Building, Selden, NY.</b> Final design, construction documents, and construction support for a new, 68,500-sq-ft state-of-the-art science building.	Suffolk County Community College Selden, NY	\$28,500,000	2015	Yes
57. <b>Structural Design Services for Inspection at the East Plant Building, Stony Brook, NY.</b> Structural condition assessment and recommendations for remedial action for the deterioration of the concrete floor slab at their East Plant Building.	State University of New York at Stony Brook Stony Brook, NY	\$7,000 fee	2012	Yes
58. <b>Structural Design Services for Installation of Fluid Cooler on Rooftop of CMM Building, Stony Brook, NY.</b> GPI performed design and preparation of contract documents for installation of a new Fluid Cooler on the rooftop of the CMM Building at Stony Brook University.	State University of New York at Stony Brook Stony Brook, NY	\$5,400 fee	2012	Yes
59. <b>Umbilic Torus Sculpture at the Simon Center, Stony Brook, NY.</b> The project consisted of the design of the under-structure for a proposed sculpture, the Umbilic Cardioid sculpture for the Simon Center. GPI was responsible for designing water main, drainage, and lighting relocations necessitated as a result of the excavation that will be required to construct the sculpture substructure.	State University of New York at Stony Brook Stony Brook, NY	\$14,230 fee	2010	Yes
60. <b>Javits Building Exterior Stair Design Services, Stony Brook, NY.</b> GPI assisted the architect with evaluating the site and utility impacts relating to exterior building renovations and the construction of an exterior stairway from the basement of an existing building to grade. GPI prepared the civil site plans and drainage and utility plan associated with the stair construction.	State University Construction Fund Albany, NY	\$11,540 fee	2014	Yes
61. <b>Pedestrian Bridge Condition Inspection, Selden, NY.</b> GPI performed a condition inspection of a pedestrian bridge located at the Suffolk County Community College Ammerman Campus, in Selden, NY, and prepared an assessment report detailing the findings and recommended repair procedures.	Suffolk County Community College Selden, NY	\$1,600 fee	2009	Yes
62. <b>Southampton Building Structural Analysis, Selden, NY.</b> This project involved performing structural analysis for installation of new rooftop air conditioning units at the Southampton Building on the Ammerman Campus.	Suffolk County Community College Selden, NY	\$3,500 fee	2013	Yes
63. <b>Locust Valley High/Middle School Parking Improvements, Locust Valley, NY.</b> Design studies to improve safety, circulation, and capacity for this senior high and middle school facility. Field survey was also conducted to provide an updated base map for future design projects.	Locust Valley Central School District Locust Valley, NY	\$2,500,000	2014	Yes
64. <b>Rockaway Beach Park, Rockaway Beach, NY.</b> This project involved the rejuvenation of NYC Rockaway Beach Park and included the creation of athletic fields, gardens with walkways, a snack bar, and rest room area.	New York City Dept. of Parks & Recreation New York, NY	\$35,100 fee	2012	Yes
65. <b>Design for the Rehabilitation of the Rockville Centre and Lynbrook Viaducts, Rockville Centre/Lynbrook, NY.</b> This contract involves inspection and design of concrete repairs to the LIRR Lynbrook and Rockville Centre rail viaducts in order to return them to a state of good repair. The Lynbrook viaduct is 1,887 ft long with 26 expansion joints and carries both the Montauk and Long Beach branches of the LIRR. The Rockville Centre viaduct is 2,460 ft long with 20 expansion joints and carries the Montauk Branch.	MTA Long Island Rail Road Jamaica, NY	\$338,543 fee	Est. 2020	Progressing on time/budget

**Greenman-Pedersen, Inc.**  
**List of Relevant Roadway Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
66. <b>Design-Build Services for Ellison Avenue Bridge Replacement, Westbury, NY.</b> This project involved replacement of a three-span steel bridge over the LIRR with a single-span structure.	MTA Long Island Rail Road Jamaica, NY	\$7,500,000	2016	Yes
67. <b>Replacement/Rehabilitation of May's Pier, Fat Pier &amp; The Seawall, Bronx, NY.</b> GPI is providing engineering services to develop contract plans for the structural design for replacement/rehabilitation of May's Pier, Fat Pier and the seawall along the northern beachfront of Edgewater Park, between these two piers.	Edgewater Park Owner's Cooperative Bronx, NY	\$221,800 fee	Est: 2019	Progressing on time/budget
68. <b>Design of Pier Extension at the Port Jefferson Ferry Terminal, Port Jefferson, NY.</b> GPI developed concept plans for a 200-ft-long trestle structured pier extension for the ferry terminal. The existing wharf structure was approximately 300 ft long by 65 ft wide. This structure was used for loading and unloading passenger cars. The scope of work in this phase encompassed preliminary design for the extension of this bulkhead wharf. The extended structure consists of a pier on piles, also known as a trestle structure, to align with the adjacent town piers. This extension will help alleviate traffic congestion by moving the ferry operation further north.	Bridgeport & Port Jefferson Steamboat Port Jefferson, NY	\$14,000,000	2017	Yes
69. <b>Engineering Assessment of Groins along the Sea Wall and Beach at Edgewater Park, Bronx, NY.</b> This project involved developing a condition assessment report for the existing groin fields and sea wall that lines the perimeter of the development's waterfront.	Edgewater Park Owner's Cooperative Bronx, NY	\$250,000	2014	Yes
70. <b>Shelter Island Heights Bluff Erosion Protection Wall, Shelter Island, NY.</b> This project involved preparation of contract plans for the development of a 480-ft erosion protection wall required at the toe of a bluff which experienced failure during Superstorm Sandy.	Twomey, Latham, Shea & Kelley, Dubin & Quartararo, LLP Riverhead, NY	\$675,000	2015	Yes



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<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
1. <b>Merrick Road over Milburn Creek Bridge Rehabilitation, Freeport, NY.</b> The project includes performing an in-depth inspection of a twin-barrel concrete box culvert to determine the current condition. Per inspection findings, GPI will provide repair plans of box culverts and headwall, waterproofing top slab of bridge/culvert, and restoring roadway/grade above culvert.	Nassau County Dept. of Public Works Westbury, NY	\$4,000,000	Est. 2019	Progressing on time/budget
2. <b>Barnum Island Creek Bridge Replacement Construction Support Services, Island Park, NY.</b> This project included providing construction support services for the replacement of the Barnum Island Bridge in Island Park, NY.	Nassau County Dept. of Public Works Westbury, NY	\$250,000 fee	2018	Yes
3. <b>Barnum Island Creek Bridge Replacement, Hamlet of Oceanside, NY.</b> GPI provided scoping, preliminary and final design services for the reconstruction of the existing Long Beach Road Bridge over Barnum Island Creek. The project included in-depth inspection and report, Level One Load Rating, development of alternatives for rehabilitation or replacement of the existing bridge superstructures consisting of concrete encased steel girders and precast concrete box beams. GPI performed construction support services for the replacement of the Barnum Island Bridge.	Nassau County Dept. of Public Works Westbury, NY	\$10,000,000	2017	Yes
4. <b>Rehabilitation of the Pearl Street Bridge, East Rockaway/ Oceanside, NY.</b> REI/construction inspection services for the rehabilitation of the Pearl Street Bridge, including addressing red-flag repairs; repairs to bridge pilings and replacement of steel piling jackets; repair of underdeck concrete cracks/spalls; removal and replacement of armored roadway joints; and miscellaneous repairs.	Nassau County Dept. of Public Works Westbury, NY	\$2,500,000	Est. 2019	Progressing on time/budget
5. <b>Resurfacing of Various Nassau County Roads, Mission 7, Nassau County, NY.</b> Resurfacing of 10.2 centerline lane miles of various existing asphalt and composite roadways throughout Nassau County. The goal was to rehabilitate and improve the riding surface quality of the roadways and to extend their service life.	Nassau County Dept. of Public Works Westbury, NY	\$157,500	2015	Yes
6. <b>Painting and Rehabilitation of Glenn Curtiss Boulevard over Meadowbrook State Parkway and Charles Lindbergh Boulevard over Meadowbrook State Parkway, Various Locations, NY.</b> GPI provided a 100% hands-on inspection of each bridge; an environmental assessment to determine if any hazardous materials existed at these bridges; development of a Design Report in accordance with the Locally Administered Federal Aid Procedures; preparation of design plans, specifications and estimates and project coordination with affected agencies. All of the above was performed in a manner which minimized impact to the traveling public.	Nassau County Dept. of Public Works Westbury, NY	\$6,000,000	2014	Yes
7. <b>Inspection of 27 Pedestrian Bridges, Nassau County, NY.</b> Performed a visual inspection and prepared a letter report identifying any required repairs to each of the 27 pedestrian bridges.	Nassau County Dept. of Public Works Westbury, NY	\$37,000 fee	2008	Yes
8. <b>Nassau County Police Department Marine Bureau, Mission 8, Nassau County, NY.</b> Conducted an inspection to identify post Superstorm Sandy damage of specific critical facility and building systems including the marina. Developed an assessment report with recommendations.	Nassau County Dept. of Public Works Westbury, NY	\$17,527 fee	2014	Yes
9. <b>Whaleneck Creek Culvert, Merrick, NY.</b> Project included performing an in-depth inspection of a twin barrel concrete box culvert to determine the current condition. As a result of the inspection findings, both repair and replacement alternatives were developed.	Nassau County Dept. of Public Works Westbury, NY	\$3,000,000	2013	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
10. <b>Emergency Repair Service at the Long Beach Boulevard Bridge, Long Beach, NY.</b> Inspect and design structural repair of deteriorated bridge joints for bascule lift bridge.	Nassau County Dept. of Public Works Westbury, NY	\$67,400 fee	Est. 2019	Progressing on time/budget
11. <b>Rockville Centre Bridge Painting, Rockville Centre, NY.</b> The project involved construction inspection services for the rehabilitation and painting of pedestrian bridges over Peninsula Boulevard and Merrick Road in Rockville Centre, Nassau County	Nassau County Dept. of Public Works Westbury, NY	\$2,687,345	2010	Yes
12. <b>Painting and Rehabilitation of Four Bridges, Nassau County, NY.</b> GPI prepared contract documents for the component rehabilitation and painting of four pedestrian bridges in Nassau County. Work included repairs to masonry abutments and wingwalls, approach pavements, stone path improvements, steel railing repairs and painting, and graffiti removal.	Nassau County Dept. of Public Works Westbury, NY	\$2,000,000	2010	Yes
13. <b>On-Call Civil Engineering and Site Development Design and Support Services, Various Locations, Nassau County, NY.</b> GPI provided design plans, construction estimates, and special specifications for roads, bridges, drainage facilities, or various other infrastructures on an on-call basis.	Nassau County Dept. of Public Works Westbury, NY	\$318,271 total fee	2016	Yes
14. <b>Trail Crossing Design (Woodbury Road), Woodbury, NY.</b> This project involves improving the safety of the existing Nassau-Suffolk Greenbelt Trail Crossing of Woodbury Road. The proposed improvement includes installing a marked crosswalk controlled by a <b>HAWK</b> beacon ( <b>H</b> igh-Intensity <b>A</b> ctivated cross <b>W</b> alk beacon) also known as a Pedestrian Hybrid Beacon (PHB). This will be the first HAWK installation by NCDPW.	Nassau County Dept. of Public Works Westbury, NY	\$200,000	Est. 2019	Progressing on time/budget
15. <b>Elmont Traffic Safety Study, Elmont, NY.</b> GPI is conducting a traffic safety study within the Hamlet of Elmont due to numerous requests to evaluate safety along both Elmont Road and Dutch Broadway. Engineering recommendations are being developed to calm traffic in the area to provide for a safer pedestrian and vehicular environment, developing mitigation to reduce the frequency and severity of crashes, improve walkability, meet ADA requirements, increase sight distance at intersections, and provide a walkable "Safe Route to School" where applicable.	Nassau County Dept. of Public Works Westbury, NY	\$182,163	Est. 2019	Progressing on time/budget
16. <b>TMC Operations Personnel Phase 2, Westbury, NY.</b> This project provides full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY on a 24 hour per day, 7 day per week basis.	Nassau County Dept. of Public Works Westbury, NY	\$1,041,144 fee	Est. 2020	Progressing on time/budget
17. <b>Nassau County On-Call Contract for CEI Services to Resurface County Roads, Various Locations Nassau Co., NY.</b> Project involved providing construction inspection services for both night-time and day-time resurfacing of Nassau County roads. Work included milling and asphalt paving of roadways and necessary adjustment of drainage castings for this \$3.2-million project.	Nassau County Dept. of Public Works Westbury, NY	\$3,219,000	2008	Yes
18. <b>Seaford Road Raising - Miami Street and Anchor Place, Seaford, NY.</b> The Town of Hempstead will utilize CDBG-DR funds under the auspices of the Governor's Office of Storm Recovery (GOSR) to reconstruct and raise in elevation approximately 1,730 ft of local residential streets that are currently experiencing tidal flooding. The reconstruction and raising of street terminus existing bulkheads to higher more resilient elevation is also a part of the proposed work.	Town of Hempstead Hempstead, NY	\$1,330,000	Est. 2020	Progressing on time/budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
19. <b>Roadway Reconstruction in the Harbor Boulevard/Tiana Street Area, Seaford, NY.</b> Topographic survey, final design, construction documents and construction inspection for the reconstruction of multiple residential roadways located in Seaford, NY. The project was advanced under three separate design and construction contracts due to funding and property limitations.	Town of Hempstead Engineering Hempstead, NY	\$5,200,000	2009	Yes
20. <b>Garvies Point Road Final Design, Glen Cove, NY.</b> GPI provided technical support, agency liaison, and QA/QC review of materials associated with the final design plans, specifications, property acquisitions, and construction cost estimates for this locally administered federal aid project for Garvies Point Road.	City of Glen Cove Glen Cove, NY	\$67,000,000	2015	Yes
21. <b>Harbor Boulevard/Tiana Street Area - Narraganset Avenue Road Raise, Seaford, NY.</b> This project involved mitigation of tidal flooding occurring on a Town roadway in a low-lying area adjacent to canals connected to Long Island's Great South Bay. GPI provided analysis and design of roadway profiles to raise the roadway to mitigate the frequency of roadway tidal flooding occurrences. GPI developed off-road grading on private property and adjacent to residential homes, in consideration of the construction impacts onto private property. GPI provided construction bid documents for the competitive bidding of this project by the Town. The project was bid, awarded and has been constructed. GPI performed detailed daily construction inspection and support services during the construction phase of the project.	Town of Hempstead Engineering Hempstead, NY	\$1,400,000	2016	Yes
22. <b>Engineering Services in Conjunction with Capacity Improvements on CR 97, Nicolls Road between NY 25A/Patchogue LIRR including 3rd Lane &amp; BRT Options, , Stony Brook to Patchogue, NY.</b> This project involves preparing a Design Approval Document and an Environmental Assessment for Bus Rapid Transit (BRT) in the Nicolls Road corridor. This includes preparing preliminary plans for roadway and traffic signal modifications to support a dedicated BRT lane, traffic signal priority, queue jumps, bus rapid transit stations, environmental studies, and a public involvement program.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,064,616 fee	Est. 2019	Progressing on time/budget
23. <b>Preliminary and Final Design for the Restoration of the Bridge at the Vanderbilt Museum, Town of Huntington, NY.</b> This project involves rehabilitation of a unique concrete rigid frame bridge on the Vanderbilt Estate grounds, built with stone mosaics throughout the sidewalks and facade of the structure.	Suffolk County Dept. of Public Works Yaphank, NY	62,441 fee	Est: 2019	Progressing on time/budget
24. <b>Improvements to County Road 73, Roanoke Avenue from NY 25, Main Street to CR 58, Old Country Road, Riverhead, NY.</b> Rehabilitation of curb and sidewalk, drainage improvements including the removal and replacement of existing drainage structures, pavement resurfacing, and traffic signal improvements along CR 73 Roanoke Avenue. The installation of a "Vortechs" below-ground storm water treatment device including dewatering operations was also required.	Suffolk County Dept. of Public Works Yaphank, NY	\$3,800,000	2017	Yes
25. <b>Reconstruction of Bulkhead at Timber Point Police Marina, Town of Islip, NY.</b> GPI provided engineering services for the structural assessment of the existing timber navy-style bulkhead and the design of new composite sheeting to be installed in front of the existing bulkhead. Final design and construction support and inspection were provided, including design of new lighting for the adjacent parking lot and preparation of utility plans and details for utility conflicts as needed.	Suffolk County Dept. of Public Works Yaphank, NY	\$513,000	2009	Yes



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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
26. <b>Smith Point Bridge Value Engineering Study, Suffolk County, NY.</b> Suffolk County was required by FHWA regulations to perform a Value Engineering Study for the project. A five-day workshop was performed to assess the possible design alternatives that could be used to provide best value to the County and public for this project. The VE workshop was performed in accordance with SAVE International's standards for Value Engineering Studies.	Suffolk County Dept. of Public Works Yaphank, NY	\$57,781 fee	2015	Yes
27. <b>Feasibility Study for Sidewalks on CR 39, Town of Southampton, NY.</b> GPI is providing a feasibility study to evaluate and prepare conceptual design alternatives to incorporate PROWAG/ADA compliant sidewalks, pedestrian ramps, curbs, and drainage along two miles of CR 39 in Southampton.	Suffolk County Dept. of Public Works Yaphank, NY	\$61,979 fee	Est. 2019	Progressing on time/budget
28. <b>Regional Design Services Agreement (RDSA) - Region 10, Nassau and Suffolk Counties, NY.</b> The RDSA provides for consultant design services which may include all preliminary design activities (Phases I-IV); final design for bridge/culvert replacement; bridge/culvert rehabilitation; highway construction and highway rehabilitation projects; public involvement; design survey and mapping; right-of-way survey and mapping; environmental assessments and studies; in-depth bridge inspection; constructability review; Intelligent Transportation System (ITS) design; multi-site assignments (i.e. design of traffic signals, sign design, asset allocation and condition surveys, etc.); and construction support services.	New York State Dept. of Transportation Albany, NY	\$242,549 total fee to date	Est. 2020	Progressing on time/budget
29. <b>Reconstruction of NY 347 from NY 454 to NY 25, Town of Smithtown, NY.</b> Final design, construction documents and construction support for the reconstruction and widening of NY 347 from four to six lanes between Brookside Drive and the Smith Haven Mall. The project will be advanced under separate construction contracts including PINs 0054.08, 0054.18 and 0054.20.	New York State Dept. of Transportation Albany, NY	\$182,000,000	Est. 2019	Progressing on time/budget
30. <b>Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy, Various Locations, NY.</b> GPI provided emergency services as a result of damages caused by Superstorm Sandy.	New York State Dept. of Transportation Albany, NY	\$50,000 total fee	2015	Yes
31. <b>Emergency, Safety and Pavement Standby Design Support, Various Locations, Nassau and Suffolk Counties, NY.</b> GPI provided engineering services to the New York State Dept. of Transportation on a call-in basis. Projects included asphalt removal, culvert replacement, pedestrian traffic signal, and safety investigations.	New York State Dept. of Transportation Albany, NY	\$646,919 total fee	2014	Yes
32. <b>Drainage Improvements at Multiple Locations, Nassau and Suffolk Counties, NY.</b> Final design and construction documents for a range of drainage improvements at 16 locations including isolated leaching basins, new drainage systems, and new recharge basins.	New York State Dept. of Transportation Albany, NY	\$5,000,000	2013	Yes
33. <b>Bethpage State Park Bikeway Extension, Nassau County, NY.</b> GPI prepared a topographic survey, preliminary and final design, and construction documents for this shared-use path connecting the existing Bethpage State Park trail and the Syosset Railroad Station. The project received the 2013 Quality of Life Award from the Long Island ASCE Chapter.	New York State Dept. of Transportation Albany, NY	\$8,500,000	2010	Yes
34. <b>Guide Rail Rehabilitation, Middle Island and Sag Harbor, NY.</b> This project involved the design of new guide rail to replace existing damaged and non-standard existing guiderail at two locations.	New York State Dept. of Transportation Albany, NY	\$50,000 fee	2017	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
35. <b>I-495 Police Enforcement Areas, Multiple Locations, Nassau County, NY.</b> Project included field investigation, final site design, coordination with respective agencies, construction cost estimating, and plan production.	New York State Dept. of Transportation Albany, NY	\$650,000	2013	Yes
36. <b>Miscellaneous Safety Improvements, Nassau and Suffolk Counties, NY.</b> Traffic safety study of improvements at the intersection of NY 106/Brookville Road, the intersection of NY 231/Old Country Road, and along NY 25A near Cold Spring Harbor Laboratory.	New York State Dept. of Transportation Albany, NY	\$7,850 fee	2012	Yes
37. <b>Mill and Fill, I-495 NYC Line to Exit 37 (Willis Avenue), Assignment #2, Queens/Nassau County, NY.</b> The proposed work included a 2-in. pavement milling of the existing asphalt riding surface, some isolated full-depth composite pavement or full-depth asphalt repairs, new top course asphalt resurfacing and new pavement markings. The asphalt resurfacing was a 2-in. overlay hot mix asphalt. Drainage work was limited to frame and grate adjustments for frames that were broken, or grates that were low prior to resurfacing, as necessary. This mill and fill project did not change the profile grades so drainage flows and grate elevations were not affected. The centerline length of the project was 4.3 miles or 42.9 lane miles, with an additional four miles of ramps.	New York State Dept. of Transportation Albany, NY	\$10,000,000	2013	Yes
38. <b>Northern State Parkway and Long Island Expressway Interchange Improvements at NY 110, Town of Huntington, NY.</b> Environmental Assessment, preliminary and final design, construction documents and construction support for the replacement and widening of the existing NSP Bridge over NY Route 110 and its interchange along with the widening of NY Route 110 from four to six lanes between the LIE and NSP.	New York State Dept. of Transportation Albany, NY	\$109,000,000	2014	Yes
39. <b>NY 110 Safety Improvements, Towns of Babylon &amp; Huntington, NY.</b> GPI provided an upgraded pedestrian facilities that focused on pedestrian safety on NY 110 between NY 27A and Youngs Hill Road. The project included realignment of existing left turn lanes between Detroit Place and Lyons Street to improve sight distance; installation of new traffic signals and rebuild of existing signals; installation of new crosswalks at existing signalized intersections; reconstruction of intersections to provide additional opportunities to cross safely; installation of pedestrian refuge islands at locations where pedestrians could be stranded in the middle of the road; and installation of Rectangular Rapid Flash Beacons at crosswalks to enhance safety.	New York State Dept. of Transportation Albany, NY	\$174,776 fee	2018	Yes
40. <b>NY 25A Northport Drainage Review, Town of Huntington, NY.</b> Project included rehabilitation of drainage system to eliminate the infiltration of pollution into the system.	New York State Dept. of Transportation Albany, NY	\$53,851 fee	2015	Yes
41. <b>NY 27 at CR 1 County Line Road Guide Rail, Suffolk County, NY.</b> This project included the review and analysis of an existing guide rail system protecting an under-roadway culvert and the design of a replacement protection system.	New York State Dept. of Transportation Albany, NY	\$17,880 fee	2016	Yes
42. <b>Long Island Expressway Rest Area, Suffolk County, NY.</b> Project included development of noise barrier layout plans required for a new rest area on the LIE in vicinity of Carl's Straight Path.	New York State Dept. of Transportation Albany, NY	\$10,000 fee	2015	Yes
43. <b>Ocean Parkway Pedestrian Underpass Replacement, Wantagh, NY.</b> Final design and construction documents for the removal and replacement of a pedestrian underpass under Ocean Parkway.	New York State Dept. of Transportation Albany, NY	\$5,175,000	2013	Yes

## Greenman-Pedersen, Inc.

## List of Relevant Bridge Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
44. <b>NY 27 Pedestrian Safety Improvements - Broadway to Wantagh Parkway, Hempstead and Oyster Bay, NY.</b> This project provided upgraded pedestrian facilities that focused on pedestrian safety on NY 27 (Sunrise Highway) between Broadway and the Wantagh State Parkway (WSP). The work included construction of new traffic signals, crosswalks that had (where possible/applicable) pedestrian indications, Count Down (CD) Timers, latching pushbuttons, ADA compliant pedestrian ramps with detectable warnings and high-visibility pavement markings.	New York State Dept. of Transportation Albany, NY	\$2,700,000	2016	Yes
45. <b>Roadway Resurfacing of NY 25A, Huntington and Smithtown, NY.</b> Final design and construction documents for roadway resurfacing of NY 25A from Bread and Cheese Hollow Road to Sunken Meadow Parkway.	New York State Dept. of Transportation Albany, NY	\$3,000,000	2012	Yes
46. <b>Smithtown-Port Jefferson; Before and After Parking Analysis Report, East Setauket, NY.</b> GPI was retained by the NYSDOT Real Estate group to perform a before and after parking analysis report for a parcel located in East Setauket, NY.	New York State Dept. of Transportation Albany, NY	\$8,500 fee	2011	Yes
47. <b>Southern State Parkway Safety Locations, Towns of Babylon and Islip, NY.</b> This project involved the investigation of two locations along the Southern State Parkway which were identified by NYSDOT as safety deficient locations.	New York State Dept. of Transportation Albany, NY	\$1,700,000	2014	Yes
48. <b>Wellwood Avenue over Route 27 Design-Build Project, Lindenhurst, NY.</b> Design-build for the replacement of a four-span aluminum bridge with a two-span prestressed concrete superstructure.	New York State Dept. of Transportation Albany, NY	\$20,000,000	2017	Yes
49. <b>Steel Bridge Rehabilitation Final Design (Phases V-VI), Nassau and Suffolk Counties, NY.</b> Project involved in-depth inspection of 16 multi-span steel stringer bridges located throughout Nassau and Suffolk Counties to determine their current condition in order to establish the required rehabilitation work to be performed at each structure.	New York State Dept. of Transportation Albany, NY	\$11,500,000	2013	Yes
50. <b>Accelerated Bridge Program, Phase 1B, Design-Build Project, Nassau and Suffolk Counties, NY.</b> This accelerated bridge program design-build project provided for the rehabilitation and repair of six bridges located in New York State Region 10 for the purpose of improving the overall condition rating of each deficient bridge. This was achieved by deck replacement and repair of various bridge components while maintaining, or providing a detour for, vehicular and pedestrian traffic.	New York State Dept. of Transportation Albany, NY	\$24,179,000	2014	Yes
51. <b>Storm Water Investigation and Study of Drainage Improvements at the Lido Beach-Point Lookout Area, Town of Hempstead, NY.</b> Engineering services and hydraulic analysis for the storm water investigation and study of drainage improvements at the Lido Beach-Point Lookout area, under the NYS Governor's Office of Storm Recovery (GOSR) Community Reconstruction Program.	Dormitory Authority - State of New York (DASNY) Rochester, NY	\$253,372 fee	2018	Yes
52. <b>Rehabilitation of Sagg Bridge on Bridge Lane, Sag Harbor, NY.</b> In-depth bridge inspection and preparation of a memorandum to the Village describing inspection findings along with repair recommendations. Also involved preparation of repair plans for the bridge based upon inspection findings. Construction support services were also provided for this project.	Village of Sagaponack Sagaponack, NY	\$110,430 fee	2017	Yes
53. <b>Bridge Lane Bridge Railing Rehabilitation, Village of Sagaponack, NY.</b> This project involved performing a study and preparing a report for a replacement bridge railing at the Bridge Lane Bridge in the Village of Sagaponack. The new bridge railing is in accordance with NYS and Federal guidelines and is aesthetically acceptable to the Village of Sagaponack and its residents.	Village of Sagaponack Sagaponack, NY	\$25,000 fee	2014	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
54. <b>Backflow Prevention/Check Valves for Storm Drainage Systems, Oakdale/Sayville, NY.</b> GPI assisted the Town of Islip in developing the application for funding submitted to the Governor's Office of Storm Recovery (GOSR) for improvements relating to Superstorm Sandy recovery project. GPI assisted with the engineering and design, bid preparation and construction observation, and supervision services for the installation of tidal check valves and other flood prevention measures on existing major drainage outfalls.	Town of Islip Islip, NY	\$240,000	2018	Yes
55. <b>Kelly Quad Parking Lot, Stony Brook, NY.</b> GPI provided engineering services for the expansion of the existing parking lot by approximately 110 parking spaces. The design included parking lot layout, pavement design, drainage design and lighting design. Due to the existing topography, retaining walls ranging between four and 12 ft were required. Project requirements also included detailed design, specifications and cost estimates.	State University of New York at Stony Brook Stony Brook, NY	\$77,000 fee	2009	Yes
56. <b>West Drive Roadway Improvements, Stony Brook, NY.</b> Final design, construction documents, and construction support for reconstruction and reconfiguration of West Drive, Schomburg Drive, the Kelly Quad parking lot, and the intersection of West Drive and Circle Road.	State University of New York at Stony Brook Stony Brook, NY	\$2,000,000	2014	Yes
57. <b>Site Plan and Structural Design of Stony Brook University Founder's Plaza, Stony Brook, NY.</b> Site planning and engineering and structural design for this monument and plaza area at Stony Brook University. The plaza and monument features were constructed to recognize the original founders of the University and those providing on-going support.	Stony Brook Foundation Stony Brook, NY	\$500,000	2016	Yes
58. <b>New Life Sciences Building, Selden, NY.</b> Final design, construction documents, and construction support for a new, 68,500-sq-ft state-of-the-art science building.	Suffolk County Community College Selden, NY	\$28,500,000	2015	Yes
59. <b>Structural Design Services for Inspection at the East Plant Building, Stony Brook, NY.</b> Structural condition assessment and recommendations for remedial action for the deterioration of the concrete floor slab at their East Plant Building.	State University of New York at Stony Brook Stony Brook, NY	\$7,000 fee	2012	Yes
60. <b>Structural Design Services for Installation of Fluid Cooler on Rooftop of CMM Building, Stony Brook, NY.</b> GPI performed design and preparation of contract documents for installation of a new Fluid Cooler on the rooftop of the CMM Building at Stony Brook University.	State University of New York at Stony Brook Stony Brook, NY	\$5,400 fee	2012	Yes
61. <b>Umbilic Torus Sculpture at the Simon Center, Stony Brook, NY.</b> The project consisted of the design of the under-structure for a proposed sculpture, the Umbilic Cardioid sculpture for the Simon Center. GPI was responsible for designing water main, drainage, and lighting relocations necessitated as a result of the excavation that will be required to construct the sculpture substructure.	State University of New York at Stony Brook Stony Brook, NY	\$14,230 fee	2010	Yes
62. <b>Javits Building Exterior Stair Design Services, Stony Brook, NY.</b> GPI assisted the architect with evaluating the site and utility impacts relating to exterior building renovations and the construction of an exterior stairway from the basement of an existing building to grade. GPI prepared the civil site plans and drainage and utility plan associated with the stair construction.	State University Construction Fund Albany, NY	\$11,540 fee	2014	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
63. <b>Pedestrian Bridge Condition Inspection, Selden, NY.</b> GPI performed a condition inspection of a pedestrian bridge located at the Suffolk County Community College Ammerman Campus, in Selden, NY, and prepared an assessment report detailing the findings and recommended repair procedures.	Suffolk County Community College Selden, NY	\$1,600 fee	2009	Yes
64. <b>Southampton Building Structural Analysis, Selden, NY.</b> This project involved performing structural analysis for installation of new rooftop air conditioning units at the Southampton Building on the Ammerman Campus.	Suffolk County Community College Selden, NY	\$3,500 fee	2013	Yes
65. <b>Locust Valley High/Middle School Parking Improvements, Locust Valley, NY.</b> Design studies to improve safety, circulation, and capacity for this senior high and middle school facility. Field survey was also conducted to provide an updated base map for future design projects.	Locust Valley Central School District Locust Valley, NY	\$2,500,000	2014	Yes
66. <b>Rockaway Beach Park, Rockaway Beach, NY.</b> This project involved the rejuvenation of NYC Rockaway Beach Park and included the creation of athletic fields, gardens with walkways, a snack bar, and rest room area.	New York City Dept. of Parks & Recreation New York, NY	\$35,100 fee	2012	Yes
67. <b>Design for the Rehabilitation of the Rockville Centre and Lynbrook Viaducts, Rockville Centre/Lynbrook, NY.</b> This contract involves inspection and design of concrete repairs to the LIRR Lynbrook and Rockville Centre rail viaducts in order to return them to a state of good repair. The Lynbrook viaduct is 1,887 ft long with 26 expansion joints and carries both the Montauk and Long Beach branches of the LIRR. The Rockville Centre viaduct is 2,460 ft long with 20 expansion joints and carries the Montauk Branch.	MTA Long Island Rail Road Jamaica, NY	\$338,543 fee	Est. 2020	Progressing on time/budget
68. <b>Design-Build Services for Ellison Avenue Bridge Replacement, Westbury, NY.</b> This project involved replacement of a three-span steel bridge over the LIRR with a single-span structure.	MTA Long Island Rail Road Jamaica, NY	\$7,500,000	2016	Yes
69. <b>Replacement/Rehabilitation of May's Pier, Fat Pier &amp; The Seawall, Bronx, NY.</b> GPI is providing engineering services to develop contract plans for the structural design for replacement/rehabilitation of May's Pier, Fat Pier and the seawall along the northern beachfront of Edgewater Park, between these two piers.	Edgewater Park Owner's Cooperative Bronx, NY	\$221,800 fee	Est: 2019	Progressing on time/budget
70. <b>Design of Pier Extension at the Port Jefferson Ferry Terminal, Port Jefferson, NY.</b> GPI developed concept plans for a 200-ft-long trestle structured pier extension for the ferry terminal. The existing wharf structure was approximately 300 ft long by 65 ft wide. This structure was used for loading and unloading passenger cars. The scope of work in this phase encompassed preliminary design for the extension of this bulkhead wharf. The extended structure consists of a pier on piles, also known as a trestle structure, to align with the adjacent town piers. This extension will help alleviate traffic congestion by moving the ferry operation further north.	Bridgeport & Port Jefferson Steamboat Port Jefferson, NY	\$14,000,000	2017	Yes
71. <b>Engineering Assessment of Groins along the Sea Wall and Beach at Edgewater Park, Bronx, NY.</b> This project involved developing a condition assessment report for the existing groin fields and sea wall that lines the perimeter of the development's waterfront.	Edgewater Park Owner's Cooperative Bronx, NY	\$250,000	2014	Yes
72. <b>Shelter Island Heights Bluff Erosion Protection Wall, Shelter Island, NY.</b> This project involved preparation of contract plans for the development of a 480-ft erosion protection wall required at the toe of a bluff which experienced failure during Superstorm Sandy.	Twomey, Latham, Shea & Kelley, Dubin & Quartararo, LLP Riverhead, NY	\$675,000	2015	Yes



**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>1. TMC Operations Personnel Phase 2, Westbury, NY.</b> This project provides full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY on a 24 hour per day, 7 day per week basis.	Nassau County Dept. of Public Works Westbury, NY	\$1,041,144 fee	Est: 2020	Progressing on time/budget
<b>2. Traffic Management Center Operations Personnel, Westbury, NY.</b> This project provided full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$500,177 fee	2016	Yes
<b>3. Variable Message Signs, Phase I, Various Locations, NY.</b> This project provided the design and PS&E plans to construct Variable Message Signs on new sign structures and provide the control and communication equipment to operate the signs locally and remotely from the County Traffic Management Center (TMC) in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$255,319 fee	2018	Yes
<b>4. Assignment of Traffic Engineer, Various Locations, NY.</b> This project involves on-site traffic engineering to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$151,008 fee	Est: 2019	Progressing on time/budget
<b>5. Beacons for Speed Zones, Various Locations, NY.</b> GPI was retained by Nassau County to provide contract drawings to install flashing beacon assemblies and upgrade signs in support of speed limit cameras proposed for 50 school zones.	Nassau County Dept. of Public Works Westbury, NY	\$99,800 fee	2014	Yes
<b>6. Brookhaven Intersection Improvements, Brookhaven, NY.</b> The goal of this project was to prepare problem identification reports (PIR's) following NYSDOT format for several locations within the Town of Brookhaven. All locations exhibited safety and capacity deficiencies. The project included the full range of data collection activities, problem identification and analysis and the development of alternative solutions.	New York State Dept. of Transportation Albany, NY	\$70,000,000	1992	Yes
<b>7. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY.</b> Conducted a traffic study in order to determine the feasibility of recommending a roundabout at an existing unsignalized intersection of Cold Spring Road and Syosset-Woodbury Road in the Town of Oyster Bay.	Nassau County Dept. of Public Works Westbury, NY	\$11,955 fee	2007	Yes
<b>8. CR 3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY.</b> Preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.	Suffolk County Dept. of Public Works Yaphank, NY	\$17,000,000	2014	Yes

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## List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>9. CR 3 Pinelawn Road/Wellwood Avenue, from the Vicinity of Conklin Street to the Vicinity of Corporate Center Drive, Towns of Huntington/Babylon, NY.</b> GPI was responsible for the preparation and development of a Design Approval Document (DAD), preliminary and final design plans for CR 3 Pinelawn Road in the vicinity of Ruland Road, Colonial Springs Road from CR 3 to CR 95 and Wellwood Avenue in the vicinity of Conklin Road in the Towns of Huntington and Babylon. Final design documents included pavement reconstruction, pavement overlay, drainage improvements, intersection realignment, and traffic signal design. The project included minor environmental assessment, including a NEPA checklist and ROW, including abstract request maps (ARM's), title searches and ROW plans.	Suffolk County Dept. of Public Works Yaphank, NY	\$27,000,000	2018	Yes
<b>10. CR 3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY.</b> This project involves the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,500,000	Est: 2019	Progressing on time/budget
<b>11. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY.</b> Preparation and development of a Design Approval Document (DAD) per the Procedures For Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.	Suffolk County Dept. of Public Works Yaphank, NY	17,000,000	2014	Yes
<b>12. Diversion Plans for Major INFORM Highways, Various Locations, NY.</b> GPI created diversion plans for the major INFORM highways including the LIE, NSP, and SSP. These plans became a "handbook" of alternate routes to be used during roadway closures and assisted the emergency management personnel so that they could quickly ascertain and relieve the build-up of traffic.	New York State Dept. of Transportation Albany, NY	\$244,056	2017	Yes
<b>13. Elmont Traffic Safety Study, Elmont, NY.</b> GPI is conducting a traffic safety study within the Hamlet of Elmont due to numerous requests to evaluate safety along both Elmont Road and Dutch Broadway. Engineering recommendations are being developed to calm traffic in the area to provide for a safer pedestrian and vehicular environment, developing mitigation to reduce the frequency and severity of crashes, improve walkability, meet ADA requirements, increase sight distance at intersections, and provide a walkable "Safe Route to School" where applicable.	Nassau County Dept. of Public Works Westbury, NY	\$182,163	Est: 2019	Progressing on time/budget
<b>14. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY.</b> Performed a transportation study to determine the feasibility and construction cost of capacity improvements on CR 97 between the Long Island Expressway and the main entrance to SUNY Stony Brook (Daniel Webster Drive).	Suffolk County Dept. of Public Works Yaphank, NY	\$75,000,000	2015	Yes

### SUMMARY OF RELEVANT ACCOMPLISHMENTS

## Greenman-Pedersen, Inc.

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>15. Engineering Services in Conjunction with Capacity Improvements on CR 97, Nicolls Road between NY 25A/Patchogue LIRR including 3rd Lane &amp; BRT Options, Stony Brook to Patchogue, NY.</b> This project involves preparing a Design Approval Document and an Environmental Assessment for Bus Rapid Transit (BRT) in the Nicolls Road corridor. This includes preparing preliminary plans for roadway and traffic signal modifications to support a dedicated BRT lane, traffic signal priority, queue jumps, bus rapid transit stations, environmental studies, and a public involvement program. Traffic simulation is being applied to evaluate the effectiveness of various BRT treatments including dedicated bus lanes, TSP, queue jumps, and other capacity improvements.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,064,616	Est: 2019	Progressing on time/budget
<b>16. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY.</b> A two-part project which included conducting a comprehensive study to determine potential traffic operation improvements at the intersection of CR 17, Carleton Avenue/Wheeler Road and CR 67, Motor Parkway and review and modification of SCDPW specifications to comply with the NYSDOT's Procedures for Federally Aided projects.	Suffolk County Dept. of Public Works Yaphank, NY	\$345,272	2016	Yes
<b>17. Engineering Services in Conjunction with Traffic Impact Study in the Vicinity of the Ronkonkoma HUB, Town of Brookhaven, NY.</b> Provide a traffic study to investigate how potential development in the Ronkonkoma and Bohemia area would affect CR 93, Ocean Avenue, and other major roadways in the area. Considered developments include the Ronkonkoma HHB, Long Island Rail Road Double Track and MacArthur Airport.	Suffolk County Dept. of Public Works Yaphank, NY	\$85,243	Est: 2019	Progressing on time/budget
<b>18. Expanded Project Proposal (EPP) for CR 3 Pinelawn Road, Melville, NY.</b> Expanded Project Proposal EPP and preliminary design for the widening and rehabilitation of CR 3 between Ruland Road and the Long Island Expressway. Included evaluation of at-grade and grade-separated alternatives at the intersection with Ruland Road.	Suffolk County Dept. of Public Works Yaphank, NY	\$15,000,000	2006	Yes
<b>19. INFORM Long Island ITS System On-Call (2015), Various Locations, NY.</b> GPI will be providing ITS services on an on-call basis.	New York State Dept. of Transportation Albany, NY	\$1,118,382 fee	Est: 2019	Progressing on time/budget
<b>20. Long Island Expressway VMS Maintenance and Protection of Traffic, Nassau/Suffolk Counties, NY.</b> Maintenance of traffic plans for the maintenance of Variable Message Signs (VMS) along the LIE.	New York State Dept. of Transportation Albany, NY	\$500,000	2016	Yes
<b>21. Merrick Road Signal System Optimization, Nassau County, NY.</b> GPI performed traffic studies and engineering design to provide traffic signal system cycle, split and offset settings for 52 signals on Merrick Road. The retiming and evaluation of traffic signal progression was completed in conjunction with a rehabilitation of intersection and system requirement.	Nassau County Dept. of Public Works Westbury, NY	\$51,500 fee	1990	Yes
<b>22. Nassau County Conversion to NYSDOT Items, Various Locations, NY.</b> GPI reviewed existing Nassau County traffic signal specifications to identify available New York State Dept. of Transportation (NYSDOT) specifications that could be used as direct replacements.	Nassau County Dept. of Public Works Westbury, NY	\$39,500 fee	2011	Yes



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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>23. Nassau County Incident Management System, Phase 4, Nassau County, NY.</b> Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at approximately 30 sites with this project design. By utilizing County-owned network communication infrastructure that was being used for the traffic signal system, Nassau County implemented this project quickly and cost effectively providing a large benefit for a small capital investment.	Nassau County Dept. of Public Works Westbury, NY	\$125,196 fee	2012	Yes
<b>24. Nassau County Mineola Parking Study, Mineola, NY.</b> GPI studied the existing parking supply and demand to mitigate existing/future parking deficiencies for the Nassau County municipal parking fields in Mineola.	Nassau County Dept. of Public Works Westbury, NY	\$95,428 fee	2010	Yes
<b>25. Nassau County On-Call Traffic Engineering, Various Locations, NY.</b> These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$0	2012	Yes
<b>26. Nassau County On-Call Traffic Engineering, Various Locations, NY.</b> Projects under this on-call project involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$2,000,000	2016	Yes
<b>27. Nassau County On-Call Traffic Engineering, Nassau County, NY.</b> GPI developed plans, specifications and estimates for the modification and reconstruction of traffic signals that are owned by Nassau County. The following tasks were required to complete this effort: field review and evaluation of existing signal equipment; development of digital base files; providing recommendations for safety and operational improvements; and development of final contract plans.	Nassau County Dept. of Public Works Westbury, NY	\$0	2010	Yes
<b>28. Nassau County On-Call Traffic Engineering 2016, Various Locations, NY.</b> GPI is providing traffic engineering services to NCDPW on an on-call basis.	Nassau County Dept. of Public Works Westbury, NY	\$479,754 fee	Est: 2019	Progressing on time/budget
<b>29. Nassau County Paving Marking Inspection, Nassau County, NY.</b> GPI was the prime consultant overseeing traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$9,874 fee	2008	Yes
<b>30. Nassau County Red Light Camera, Various Locations, NY.</b> The use of red light cameras has been documented as a means of improving the safety of signalized intersections. GPI is serving as the engineer of record for a design-build team installing red light cameras at 12 intersections in the County.	Nassau County Dept. of Public Works Westbury, NY	\$91,417 fee	Est: 2020	Progressing on time/budget
<b>31. Nassau County Red Light Violation Camera System, Phase II, Nassau County, NY.</b> This project involved the installation of red light camera equipment at 20 County and State intersections.	Nassau County Dept. of Public Works Westbury, NY	\$54,500 fee	2014	Yes
<b>32. Nassau County Signal Energy Grant, Nassau County, NY.</b> Evaluated and made recommendations for timing adjustments to 170 signals in Nassau County with regard to lane geometry at intersection and developed detailed report.	Nassau County Dept. of Public Works Westbury, NY	\$85,000 fee	1994	Yes
<b>33. Nassau County Signal Improvements, Mineola, NY.</b> Provided traffic engineering services in connection with traffic signal upgrades and in particular, pedestrian safety improvements.	Nassau County Dept. of Public Works Westbury, NY	\$36,000 fee	2002	Yes

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<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>34. Nassau County Signal Management Development, Nassau County, NY.</b> GPI developed plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$31,440 fee	2007	Yes
<b>35. Nassau County Signal Rebuild, Nassau County, NY.</b> Design services to upgrade ten traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$46,041 fee	1999	Yes
<b>36. Nassau County Signal Survey Warrant Assessment, Various Locations, NY.</b> GPI modified the existing decades-old Nassau County Traffic Signal Survey and Warrant Report to comply with the new 2010 MUTCD guidelines. This involved a detailed flow chart to assist County employees in efficiently evaluating citizen's requests but still complied with the current MUTCD requirements. Additionally, 60 intersections were evaluated for various signal/turn signal assessments.	Nassau County Dept. of Public Works Westbury, NY	\$99,766 fee	2012	Yes
<b>37. Nassau County Traffic Calming - Post Avenue, Westbury, NY.</b> GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that could be applied along the corridor.	Nassau County Dept. of Public Works Westbury, NY	\$39,900 fee	2007	Yes
<b>38. Nassau County Traffic Design Engineer, Nassau County, NY.</b> GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$82,212 fee	2012	Yes
<b>39. Nassau County Traffic Design Engineer, Various Locations, NY.</b> GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$1,247,744 fee	2016	Yes
<b>40. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY.</b> Development of a computerized traffic sign management system to consolidate sign data information to enhance the inventory, management and maintenance responsibilities of the County.	Nassau County Dept. of Public Works Westbury, NY	\$550,000 Fee-combined	2003	Yes
<b>41. Nassau County Traffic Signal Design Group 2, Westbury, NY.</b> GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$57,200 fee	2008	Yes
<b>42. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY.</b> GPI developed plans, specifications and estimates for the reconstruction of 44 County-owned traffic signals and for the installation of 16.5 miles of fiber optic interconnect cable and conduit.	Nassau County Dept. of Public Works Westbury, NY	\$409,360 fee	2013	Yes
<b>43. Nassau County Traffic Signal Inspection, Various Locations, NY.</b> GPI oversaw traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$270,610 fee	2007	Yes
<b>44. Nassau County Traffic Signal Inspection 1, Various Locations, NY.</b> This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$174,392 fee	2010	Yes
<b>45. Nassau County Traffic Signal Inspection Line 14, Various Locations, NY.</b> This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$66,044 fee	2012	Yes

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<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>46. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY.</b> This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$181,438 fee	2012	Yes
<b>47. Nassau County Traffic Signal Installations, Various Locations, NY.</b> This project involved the development of traffic signal reconstruction plans for seven signals on County roadways.	Nassau County Dept. of Public Works Westbury, NY	\$36,500 fee	2011	Yes
<b>48. Nassau County Traffic Signal Timing Progression, Mineola, NY.</b> GPI provided design services for Nassau County to improve their traffic signal timing, and therefore, maximize the use of available roadway capacity. This project created optimum traffic flow patterns thereby reducing vehicle delay, vehicle stops, fuel consumption, and vehicle emissions.	Nassau County Dept. of Public Works Westbury, NY	\$72,454 fee	2006	Yes
<b>49. New York State TOPICS Program, Various Locations, NY.</b> Performed traffic studies and developed design plans for various areas throughout Long Island and upstate New York.	New York State Dept. of Transportation Albany, NY	\$1,900,000	1988	Yes
<b>50. NY 101 at Middle Neck Road, Safety Study Assignment #01, Roslyn, NY.</b> This project involves studying alternatives (including a roundabout option) to improve traffic operations and safety at the NY 101 and Middle Neck Road signalized intersection including improvements to the existing driveways for St. Francis Hospital which is located at this intersection.	New York State Dept. of Transportation Albany, NY	\$67,773 fee	Est: 2020	Yes
<b>51. NYSDOT Traffic Signal Requirements Contracts XXVII &amp; XXVIII, Nassau and Suffolk Counties, NY.</b> GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394,172 fee	2013	Yes
<b>52. Old Country Road CCTV Incident Management, Mineola, NY.</b> GPI designed a new CCTV traffic incident management system to maximize the efficiency of traffic flow along Old Country Road. The installation of this closed-circuit camera system, which consisted of approximately 15 camera sites, allows County staff to quickly identify impediments to traffic flow, and be able to quickly remove the impediment and make any necessary adjustments to signal timing to account for the incident.	Nassau County Dept. of Public Works Westbury, NY	\$159,177 fee	2006	Yes
<b>53. Old Country Road Signal Head Replacement, Phase 1, Various Locations, NY.</b> This project provided the design and PS&E plans to construct and upgrade signalized intersections, overhaul outdated equipment, install new fiber optic communication interconnect, and install upgraded displays on the Old Country Road corridor for improved safety and efficiency through the use of new technology.	Nassau County Dept. of Public Works Westbury, NY	\$193,652 fee	2014	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>54. Old Country Road Signal Optimization, Nassau County, NY.</b> GPI performed traffic studies and engineering design to optimize the intersection timing and the traffic progression along the entire length of Old Country Road in Nassau County. The signal system included 70 signalized intersections; three of the intersections intersect with other arterials and operate as master controllers for grid systems.	Nassau County Dept. of Public Works Westbury, NY	\$48,500 fee	1989	Yes
<b>55. On-Site Traffic Signal Inspectors, Various Locations, NY.</b> GPI provided on-site signal inspectors to oversee county contractors in the installation, modification, and repair of traffic signals throughout the county.	Nassau County Dept. of Public Works Westbury, NY	\$100,000 fee	2016	Yes
<b>56. Oyster Bay TOPICS Program - Traffic Studies &amp; Design, Nassau County, NY.</b> Traffic studies and development of design plans for a 2.2 mile segment of Route 106/107. The roadway included approximately 20 signalized intersections and interchanges with the Long Island Expressway and Northern State Parkways.	New York State Dept. of Transportation Albany, NY	\$450,000 fee	1984	Yes
<b>57. Reconstruction of CR 3 (Wellwood Avenue) Bridge over Southern State Parkway - Design Report, Babylon, NY.</b> This project involved the reconstruction and widening of CR 3, Wellwood Avenue Bridge over the Southern State Parkway. Decision provided an acceptable level of service while improving traffic safety and structural integrity. Efforts included development of potential geometric improvement alternatives that addressed capacity, safety and substandard feature deficiencies. All studies and analyses were documented within a formal NYSDOT EPP report that was converted into a NEPA CASE II Final Design Report/Categorical Exclusion.	Suffolk County Dept. of Public Works Yaphank, NY	\$5,000,000	2002	Yes
<b>58. Region 10 PSAP Assignment #01, Long Island, NY.</b> NYSDOT Region 10 has determined that eight locations with uncontrolled crosswalks require signalization to improve pedestrian safety. At six of the locations, three color traffic signals will be installed. Rectangular Rapid Flash Beacon's will be installed at the other two locations. GPI will prepare final designs for construction of these improvements under a signal requirements contract.	New York State Dept. of Transportation Albany, NY	\$144,633 fee	Est: 2022	Progressing on time/budget
<b>59. Region 10 PSAP Assignment #03, Town of Southampton, NY.</b> As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare pedestrian safety improvements at six locations in the Hamlet of Bridgehampton. This includes providing the design and final plans to reconstruct two existing traffic signals and installation of new crosswalks, pedestrian signals, and ped buttons.	New York State Dept. of Transportation Albany, NY	\$55,368 fee	Est: 2022	Progressing on time/budget
<b>60. Region 10 PSAP Assignment #04, Various Locations, NY.</b> As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare final designs for construction at two locations in Suffolk County and analyze the existing and proposed traffic signal operating along NY 24, a single stage and two stage crossing to improve pedestrian safety in NYSDOT Region 10 (Nassau and Suffolk Counties).	New York State Dept. of Transportation Albany, NY	\$66,635 fee	Est: 2019	Progressing on time/budget

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<b>61. NY 110 Safety Improvements, Towns of Babylon and Huntington, NY.</b> This project provided upgraded pedestrian facilities that focused on pedestrian safety on NY 110 between NY 27A (Town of Babylon) and Youngs Hill Road (Town of Huntington), including realignment of existing left turn lanes to improve sight distance; installation of new/rebuilding of existing traffic signals; installation of new crosswalks at existing signalized intersections; reconstruction of intersections to provide additional opportunities to cross safely; installation of pedestrian refuge islands at locations where pedestrians could be stranded in the middle of the road; and installation of Rectangular Rapid Flash Beacons at crosswalks to enhance safety.	New York State Dept. of Transportation Albany, NY	\$174,776	2018	Yes
<b>62. Retiming Phase 2 (454, 107 &amp; 231), Various Locations, NY.</b> Prepared Synchro optimization files for various corridors.	New York State Dept. of Transportation Albany, NY	\$27,776 fee	2015	Yes
<b>63. Rockaway Avenue Traffic Calming, Garden City, NY.</b> This project involves conducting a traffic calming study to improve pedestrian safety and recommending measures to reduce speeding within the vicinity of the local high school.	Nassau County Dept. of Public Works Westbury, NY	\$46,584 fee	Est: 2019	Progressing on time/budget
<b>64. Roslyn Inspection - Safety Requirements, Nassau &amp; Suffolk Counties, NY.</b> Construction inspection services for various projects throughout NYSDOT Region 10. Assignments include, but not limited to, bridge rehabilitation, bridge replacement, bridge cleaning, bridge painting, highway reconstruction, highway resurfacing, intersection improvements, traffic signal system installation, guiderail installation, pavement markings and drainage.	New York State Dept. of Transportation Albany, NY	\$1,480,000 fee	2001	Yes
<b>65. Route 25 at CR 97 (Nicolls Road) Intersection EPP, Selden, NY.</b> This project involved the development and evaluation of six alternatives to improve capacity and safety at this congested intersection. The project involved various traffic studies and preparation of several design alternatives, accident analysis, capacity analysis of signalized intersections, travel time and delay studies, preliminary design and roadway alignment, preparation of EPP reports and comparison of alternatives.	New York State Dept. of Transportation Albany, NY	\$16,000,000	1995	Yes
<b>66. Route 25 Timing INFORM, Various Locations, NY.</b> Performed traffic signal timing optimization utilizing SYNCHRO along the Route 25 corridor in Nassau and Suffolk Counties.	New York State Dept. of Transportation Albany, NY	\$66,650 fee	2015	Yes
<b>67. Rt. 25 at Roxbury, Westbury, NY.</b> Prepared PS&E traffic signal design plans for INFORM signal.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2015	Yes
<b>68. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY.</b> Evaluated five intersections with existing safety and operational concerns and developed various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses.	Suffolk County Dept. of Public Works Yaphank, NY	\$24,999 fee	2015	Yes



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<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>69. Signal Head Replacement, Nassau County, NY.</b> Signal head replacement plans involving inventory of 100 intersections and 800 traffic signal heads in the south shore communities of Long Beach, Atlantic Beach, Lido Beach and Point Lookout. Field visits and inspection of signal heads resulted in replacement recommendations for all severely eroded signal heads and due to the ocean front environment of each location	Nassau County Dept. of Public Works Westbury, NY	\$77,814 fee	1994	Yes
<b>70. Southern State Parkway INFORM VMS, Nassau County, NY.</b> Designed a VMS sign structure over the Eastbound Southern State Parkway near Hempstead Avenue.	New York State Dept. of Transportation Albany, NY	\$34,895 fee	2014	Yes
<b>71. Suffolk County Closed Loop Signal Project (Design Authorization 2), Various Locations, NY.</b> Expansion of the installation of microcomputer signal controllers on Suffolk County arterials. Interconnect infrastructure to be installed to provide central surveillance and control capabilities from the County's control center in Yaphank via an outsourced cable link.	Suffolk County Dept. of Public Works Yaphank, NY	\$908,587 fee	2017	Yes
<b>72. Suffolk County Closed Loop Signal Project (Design Authorization 3), Various Locations, NY.</b> This project will install new microcomputer controllers, cabinets, communications equipment on County roads and shall connect all required signals to a closed loop signal system operated out of the County's Traffic Engineering office in Yaphank. This project will implement central communications and control at 130 intersections on 18 Suffolk County arterials.	Suffolk County Dept. of Public Works Yaphank, NY	\$1,310,038 fee	Est: 2019	Progressing on time/budget
<b>73. Suffolk County Closed Loop Signal Project Construction Inspection, Phases 2 through 9, Yaphank, NY.</b> Development of a closed loop signal system to control all Suffolk County traffic signals.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,367,478	2017	Yes
<b>74. Superstorm Sandy Emergency Services, Nassau County, NY.</b> GPI provided assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI supported the FHWA and FEMA reimbursement efforts for emergency and permanent repair to the County's extensive signal system that was damaged. The Signal Management System developed by GPI was utilized to track and manage the electrical contractor's work orders and records. All information was linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the approximately 300 locations damaged.	Nassau County Dept. of Public Works Westbury, NY	\$280,000 fee	2015	Yes
<b>75. Temporary Traffic Control TTC Training, Yaphank, NY.</b> GPI provided Temporary Traffic Control (TTC) training to Suffolk County engineering and management staff using the 2003 Edition of the USDOT FHWA MUTCD.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,699 fee	2005	Yes
<b>76. Term Agreement for Pedestrian Safety Action Plan (PSAP), NYSDOT Regions 8 and 10, Various Locations, NY.</b> This project involves planning, design, engineering, and data collection functions in support of statewide Pedestrian Safety initiatives. Also included will be miscellaneous safety studies and support for statewide program development.	New York State Dept. of Transportation Albany, NY	\$894,336 fee	Est: 2022	Progressing on time/budget

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<b>77. Traffic Computer System Expansion/Update, Nassau County, NY.</b> GPI provided personnel to assist the County to replace an existing central computer system with improved hardware, software, larger capacity, and more user friendly to facilitate system operation.	Nassau County Dept. of Public Works Westbury, NY	\$255,000 fee	1995	Yes
<b>78. Traffic Counting Services, Hewlett, NY.</b> GPI was retained to perform traffic counting services at a specific location for the Nassau County DPW.	Nassau County Dept. of Public Works Westbury, NY	\$4,460 fee	2004	Yes
<b>79. Traffic Data Collection and Highway Safety Studies, Various Routes, Various Towns, Nassau and Suffolk Counties, NY.</b> This project involved supplementing NYSDOT staff to collect and analyze traffic data at high-accident locations to respond to constituent requests for new or modified traffic control devices. In addition, detailed crash analyses were conducted at high-accident locations to identify crash patterns in accordance with NYSDOT's Highway Safety Investigation Procedure Manual.	New York State Dept. of Transportation Albany, NY	\$25,250 fee	2018	Yes
<b>80. Traffic Signal Design, Various Locations, NY.</b> GPI will redesign and rebuild existing NYSDOT INFORM signalized intersections conforming to the latest NYSDOT standards and specifications and include new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$137,675 fee	Est: 2019	Progressing on time/budget
<b>81. Traffic Signal Design for Route 105 at Newbridge Road, Bellmore, NY.</b> GPI provided traffic signal design services for Route 105 at Newbridge Road in Bellmore, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
<b>82. Traffic Signal Design for Route 106 and Elmira Street, Hicksville, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 106 and Elmira Street for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2005	Yes
<b>83. Traffic Signal Design for Route 107 and Stewart Avenue, Hicksville, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 107 and Stewart Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes

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<b>84. Traffic Signal Design for Route 107 at Courtney Lane, Hicksville, NY.</b> GPI provided traffic signal design services for Route 107 at Courtney Lane in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,100 fee	2007	Yes
<b>85. Traffic Signal Design for Route 107 at John Street, Hicksville, NY.</b> GPI provided professional traffic signal design services for Route 107 at John Street in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$10,995 fee	2006	Yes
<b>86. Traffic Signal Design for Route 110 and Great Neck Road, Farmingdale, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 110 and Great Neck Road for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,000 fee	2005	Yes
<b>87. Traffic Signal Design for Route 110 at Green Avenue Union Avenue, Amityville, NY.</b> GPI provided traffic signal design services for Route 110 at Green Avenue/Union Avenue in Amityville, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$2,410 fee	2007	Yes
<b>88. Traffic Signal Design for Route 110 at Melville Road Milbar Boulevard, Farmingdale, NY.</b> Provided traffic signal design services for Route 110 at Melville Road/Milbar Boulevard in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes
<b>89. Traffic Signal Design for Route 110 at Ritter Avenue, Amityville, NY.</b> GPI provided traffic signal design services for Route 110 at Ritter Avenue for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,924 fee	2006	Yes



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<b>90. Traffic Signal Design for Route 110 at Smith St. Melville Rd. and Big H Shopping Center, Melville, NY.</b> GPI provided traffic signal design services for Route 110 at Smith Street, Melville Road, and at the Big H Shopping Center in Melville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
<b>91. Traffic Signal Design for Route 110 at Smith Street, Farmingdale, NY.</b> Provided traffic signal design services for Route 110 at Smith Street in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes
<b>92. Traffic Signal Design for Route 111 at Hillside Village Shopping Center, Smithtown, NY.</b> GPI provided traffic signal design services for Route 111 at Hillside Village Shopping Center in Smithtown, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,100 fee	2007	Yes
<b>93. Traffic Signal Design for Route 112 at CR80 Montauk Highway, Patchogue, NY.</b> GPI provided traffic signal design review services for Route 112 at CR80 (Montauk Highway) in Patchogue, NY, under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$2,410 fee	2007	Yes
<b>94. Traffic Signal Design for Route 231 and Long Island Avenue South, Deer Park, NY.</b> GPI provided professional traffic signal design services for Route 231 at Long Island Avenue South for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$10,200 fee	2006	Yes
<b>95. Traffic Signal Design for Route 231 at BOCES, Deer Park, NY.</b> GPI provided professional traffic signal design services for Route 231 at BOCES in Deer Park, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$9,925 fee	2006	Yes

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<b>96. Traffic Signal Design for Route 231 at Long Island Avenue Acorn Street, Deer Park, NY.</b> GPI provided professional traffic signal design services at Route 231 and Long Island Avenue/Acorn Street for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$10,200 fee	2006	Yes
<b>97. Traffic Signal Design for Route 25 at Little Neck Parkway, Floral Park, NY.</b> Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
<b>98. Traffic Signal Design for Route 25A and Clinton Avenue, Huntington, NY.</b> The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 25A and Clinton Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,600 Fee	2006	Yes
<b>99. Traffic Signal Design for Route 25A and Wall Street, Huntington, NY.</b> GPI provided traffic signal design services for Route 25A and Wall Street for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,550 fee	2006	Yes
<b>100. Traffic Signal Design for Route 25A at Community Drive, Manhasset, NY.</b> GPI provided professional traffic signal design services for Route 25A at Community Drive in Manhasset, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$10,695 fee	2006	Yes
<b>101. Traffic Signal Design for Route 25A at Little Neck Road, Centerport, NY.</b> GPI provided traffic signal design services for Route 25A at Little Neck Road in Centerport, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,890 fee	2006	Yes
<b>102. Traffic Signal Design for Route 25A at N. Country Road, Port Jefferson, NY.</b> GPI provided traffic signal design services for Route 25A at N. Country Road for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$9,925 fee	2006	Yes

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<b>103. Traffic Signal Design for Route 25A at Prime Street Spring Street, Huntington, NY.</b> GPI provided professional traffic signal design services for Route 25A at Prime Street/Spring Street in Huntington, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$1,302 fee	2006	Yes
<b>104. Traffic Signal Design for Route 25A at Route 107, Brookville, NY.</b> GPI provided traffic signal design services for Route 25A at Route 107 in Brookville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,800 fee	2007	Yes
<b>105. Traffic Signal Design for Route 25A Northern Boulevard, Roslyn, NY.</b> Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
<b>106. Traffic Signal Design for Route 27 and Route 107, Massapequa, NY.</b> The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 27 & Route 107 for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,600 Fee	2006	Yes
<b>107. Traffic Signal Design for Route 27 at Atlantic Avenue, Lynbrook, NY.</b> GPI provided traffic signal design services for Route 27 at Atlantic Avenue in Lynbrook, NY, for the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$9,890 fee	2006	Yes
<b>108. Traffic Signal Design for Route 27 at County Line Road, Massapequa, NY.</b> Provided traffic signal design services for Route 27 at County Line Road in Massapequa, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Hauppauge, NY	\$10,300 fee	2007	Yes

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>109. Traffic Signal Design for Route 27 NSR and Saxon Avenue, Bay Shore, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 NSR and Saxon Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	Client: New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
<b>110. Traffic Signal Design for Route 27 Safety Improvement, Massapequa, NY.</b> GPI provided professional traffic signal design services for the NYSDOT Region 10 Route 27 safety improvement project in Massapequa, NY. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$45,500 fee	2005	Yes
<b>111. Traffic Signal Design for Route 27 SSR and Saxon Avenue, Bay Shore, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 SSR and Saxon Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
<b>112. Traffic Signal Design for Route 347 at BJ's, Terryville, NY.</b> GPI provided traffic signal design services for Route 347 at BJ's driveway in Terryville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,100 fee	2007	Yes
<b>113. Traffic Signal Design for Route 454 and Suffolk Avenue, Central Islip, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 454 and Suffolk Avenue for the annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
<b>114. Traffic Signal Design on Route 25 at Jamesport Avenue, Jamesport, NY.</b> Provided traffic signal design services for Route 25 at Jamesport Avenue in Jamesport, under the NYSDOT Region 10 annual signal design requirements project. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$8,700 fee	2008	Yes

# Greenman-Pedersen, Inc.

## List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>115. Traffic Signal Design Requirements, Various Locations, NY.</b> GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755,716 fee	2009	Yes
<b>116. Traffic Signal Replacement, Old Country Road, Phases 1 &amp; 2, Nassau County, NY.</b> GPI will support the project by providing a senior traffic signal inspector for Phases 1 & 2 of the Old Country Road Signal Upgrade project.	Nassau County Dept. of Public Works Westbury, NY	\$544,824 fee	Est: 2019	Progressing on time/budget
<b>117. Traffic Signal Timing and Arterial Optimization, Nassau County, NY.</b> This project involves data collection, traffic analysis, signal system report submittal, field application, development of electronic records and traffic signal operation studies.	New York State Dept. of Transportation Albany, NY	\$1,055,005 fee	Est: 2021	Progressing on time/budget
<b>118. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY.</b> This project assisted NYSDOT improve their traffic signal timing by developing timing plans along various corridors by improving control of 160+ signalized intersections. This project improved the service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$2,026,857 fee	2009	Yes
<b>119. Traffic Synchronization Study, Mineola, NY.</b> The purpose of this project was to examine the signal progression on five Nassau County arterial roadways in Freeport, Baldwin, Rockville Centre and Roosevelt, to determine traffic signal timings that will provide the most efficient progressions for the particular time of day. The prime objectives of attaining this goal were to improve traffic flow, reduce travel time, increase fuel savings, reduce vehicle stop time and reduce air pollution impacts by improving the signal progression.	Nassau County Dept. of Public Works Westbury, NY	\$170,000	1991	Yes
<b>120. Traffic Timing &amp; Arterial Optimization, Various Locations, NY.</b> GPI developed timing plans along various corridors using Synchro software to improve control of 400+ signalized intersections. This project provided improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$692,182 fee	2016	Yes
<b>121. Trail Crossing Design (Woodbury Road), Woodbury, NY.</b> This project involves improving the safety of the existing Nassau-Suffolk Greenbelt Trail Crossing of Woodbury Road. The proposed improvement includes installing a marked crosswalk controlled by a <b>HAWK</b> beacon (High-Intensity Activated crossWalk beacon) also known as a Pedestrian Hybrid Beacon (PHB). This will be the first HAWK installation by NCDPW.	Nassau County Dept. of Public Works Westbury, NY	\$200,000	Est: 2019	Progressing on time/budget

EIN: 11-2537074

## Nassau County Business History Form

Question Aiii:



Name, address, and position of all officers and directors of the company.

Name	Residence Address Business Address
<b>Christer Ericsson, PE</b> Chief Executive Officer/President	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>Michael Buoncore, CPA</b> Executive Vice President/Chief Financial Officer Secretary and Treasurer	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>M. Denise Carter, PE</b> Executive Vice President/Chief Strategy Officer	[REDACTED]
<b>Gregory Zenk, PE</b> Executive Vice President/Branch Manager	[REDACTED] 325 West Main Street, Babylon, NY 11702
<b>Thomas Lamb, LEED AP</b> Vice President/Director of Operations	[REDACTED] 2 Executive Boulevard, Suite 202, Suffern, NY 10901

Nassau County Business History Form

Question 17 A viii:

Copies of all state and local licenses and permits.

<p><b>THE UNIVERSITY OF THE STATE OF NEW YORK</b> <b>EDUCATION DEPARTMENT</b></p> <p>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</p> <p><b>GREENMAN-PEDERSEN INC</b> <b>325 WEST MAIN STREET</b> <b>ATTN MICHELE BOBICH</b> <b>BABYLON, NY 11702-0000</b></p> <p>TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2021 TO 12/31/2023.</p> <p><b>CERTIFICATE NUMBER</b> <b>0018158</b></p>		  <p>BETTY ROSA INTERIM COMMISSIONER OF EDUCATION</p>
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COUNTY OF NASSAU

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

1. Name of the Entity: Greenman-Pedersen, Inc.

Address: 325 West Main Street

City: Babylon State/Province/Territory: NY Zip/Postal Code: 11702

Country: US

2. Entity's Vendor Identification Number: 11-2537074

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

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

6 File(s) uploaded Nassau Cty - GPI Principals as of 8-30-21.pdf, Principals as of 10-16-2019 for NC.pdf, Principals as of 2-22-21 for NC.pdf, Principals as of 3-16-20 for NC.pdf, Principals as of 6-26-2019 for NC.pdf, Principals as of 9-8-2020 for NC.pdf

*No principals have been attached to this form.*

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

If none, explain.

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Trust Fund (ESOT).

2 File(s) uploaded ESOT Letter 1-22-2021 (signed).pdf, GPI 2020 ESOT Letter (signed).pdf

*No shareholders, members, or partners have been attached to this form.*

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.

No affiliated or subsidiary company will be taking part in the performance of this contract.

6 File(s) uploaded Q6 - GPI Subsidiaries NC 8-31-21.pdf, Subsidiaries-Affiliates for NC 2-22-21.pdf, Subsidiaries-Affiliates for NC as of 10-16-19.pdf, Subsidiaries-Affiliates for NC as of 3-16-20.pdf, Subsidiaries-Affiliates for NC as of 6-26-19.pdf, Subsidiaries-Affiliates for NC as of 9-8-20.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒



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

None

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

None

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

None

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

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

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

Gregory Zenk, PE [GZENK@GPINET.COM]

Dated: 09/02/2021 08:18:33 AM

Title: Executive Vice President/Branch Manager

**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.

EIN: 11-2537074

## Nassau County Business History Form

Question Aiii:

Name, address, and position of all officers and directors of the company.

Name	Residence Address Business Address
<b>Christer Ericsson, PE</b> Chief Executive Officer/President	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>Michael Buoncore, CPA</b> Executive Vice President/Chief Financial Officer Secretary and Treasurer	[REDACTED] 325 W. Main Street, Babylon, NY 11702
<b>M. Denise Carter, PE</b> Executive Vice President/Chief Strategy Officer	[REDACTED]
<b>Gregory Zenk, PE</b> Executive Vice President/Branch Manager	[REDACTED] 325 West Main Street, Babylon, NY 11702
<b>Thomas Lamb, LEED AP</b> Vice President/Director of Operations	[REDACTED] 2 Executive Boulevard, Suite 202, Suffern, NY 10901

January 22, 2021

To Whom It May Concern:

As of October 1, 2006, one hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust ("ESOT"), as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders, except for the ESOT (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15 year promissory notes with all of the shareholders.

The ESOT, in conjunction with the Greenman-Pedersen, Inc. Employee Stock Ownership Plan ("ESOP"), hereinafter collectively referred to as the "Plan", qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended.

The Plan is currently represented and managed by:

**Capital Trustees, LLC**

17. S. Second Street, Suite 301

Harrisburg, PA 17101

(717) 919-5172

Richard A. Heeter, Managing Director

The Trustee is responsible for maximizing the benefit of the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the efforts of GPI's employees to sustain the success of the Company. Lastly, Federal regulations require that the Plan's primary investments must be in employer securities (company stock). The Plan is in compliance with all pertinent regulations.

Annual contributions to the Plan are determined by the Company's Board of Directors and may be made in the form of Company stock and/ or cash. The stock portion of the contribution is issued out of Treasury. Simultaneous to this determination, all contributions are allocated to each qualified employee based on two criteria: 1) the employee's years of service compared to total years of service of all eligible employees and, 2) employee's compensation compared to the total compensation of all eligible employees. Any employer securities shown in an employee's account does not infer actual ownership in the Company by that employee, but rather the rights that the employee has, as a beneficiary, to the economic value that those shares represent.

I hope that this brief explanation outlines the nature of the Plan's ownership in GPI.

Very truly yours,

**GREENMAN-PEDERSEN, INC.**



Michael J. Buoncore

Executive Vice President / CFO

**Nassau County Business History Form**

**Question 7:**

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

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Dates From - To
45-0535502	<b>GPI Geospatial</b> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	12/23/2011 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	06/01/2006 to Present
59-2405375	<b>Underwater Engineering Services, Inc.</b> 3306 Enterprise Road Fort Pierce, FL 34982	772-337-3116	01/01/2021 to Present
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	7/1/2007 to Present
43-1994849	<b>Horizon Engineering Group, Inc.</b> 1051 Winderly Place, Suite 400 Maitland, FL 32751	407-644-7755	6/30/21 - Present

Please note that the previously disclosed companies listed below have merged with Greenman-Pedersen, Inc. as of the dates indicated:

- **Keller & Kirkpatrick, Inc.**, Morris Plains, NJ – as of July 1, 2020
- **MHF Design Consultants, Inc.**, Salem, NH – as of December 31, 2020
- **S3E Engineers, Inc.**, Springfield, VA – as of January 8, 2021

**Nassau County Consultant's, Contractor's and Vendor's Disclosure Form**

**Question 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.

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Dates From - To
45-0535502	<b>GPI Geospatial</b> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	12/23/2011 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	06/01/2006 to Present
59-2405375	<b>Underwater Engineering Services, Inc.</b> 3306 Enterprise Road Fort Pierce, FL 34982	772-337-3116	01/01/2021 to Present
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	7/1/2007 to Present
43-1994849	<b>Horizon Engineering Group, Inc.</b> 1051 Winderly Place, Suite 400 Maitland, FL 32751	407-644-7755	6/30/21 - Present

Please note that the previously disclosed companies listed below have merged with Greenman-Pedersen, Inc. as of the dates indicated:

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- **S3E Engineers, Inc.**, Springfield, VA – as of January 8, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2021

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		<b>CONTACT</b> NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL ADDRESS: jkozarsky@genattgrp.com	
<b>INSURED</b> Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>GREENMAN</b>		<b>INSURER A:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318
		<b>INSURER B:</b> XL Specialty Insurance Company	37885
		<b>INSURER C:</b> American Guarantee & Liability Insurance Company	26247
		<b>INSURER D:</b> Merchants National Insurance Company	12775
		<b>INSURER E:</b> Westchester Surplus Line Insurance Company	10172
		<b>INSURER F:</b> Berkley Insurance Company	32603

**COVERAGES****CERTIFICATE NUMBER:** 253196965**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000025533201	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000198539201	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	G71780296002 AEC 6439062-01 EXL0001665	12/31/2020 12/31/2020 12/31/2020	12/31/2021 12/31/2021 12/31/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	1000002543 1000002541	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<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
B F	Property Professional Liability			UM00082200MA20A AEC-9033899-01	12/31/2020 12/31/2019	12/31/2021 12/31/2021	Valuable Papers \$500,000 Each Claim \$5,000,000 Aggregate \$10,000,000

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

\*WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY\* FOREGOING PER POLICY FORM (G) Excess Liability, Navigators Insurance Company, Policy # NY20EXC2079IV, \$10,000,000 Each Occurrence, \$10,000,000 Aggregate Eff: 12/31/20 - 12/31/21.

RE: BAB-2020085.00 - 0761.43 Agreement - NCDPW Signal Expansion Phase 10

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by written contract. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. County of Nassau is included as additional insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION 30 day notice applies**

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** May 24, 2021

**SUBJECT:** Design Services – Signal Expansion Phase 10  
Agreement Number T62462-01D; PIN 0761.25  
Recommendation to Engage Consultant

The Department of Public Works intends to procure a firm to perform Design Services for the proposed Signal Expansion Phase 10 Project. This project is eligible to receive eighty (80%) percent Federal Aid reimbursement for Construction and Inspection Services. The estimated cost of this agreement is \$548,207.01 and it is expected to be completed in twelve (12) months. The technical proposals were evaluated by professional staff within the Department by, Harold T. Lutz, Director of Traffic Engineering, Christopher Paggi, Deputy Director of Traffic Engineering, Michael Hagen, Traffic Engineer III, and Jeff Lindgren, Traffic Engineer II. The results of the Technical Evaluation including Cost Proposals are as follows:

<b>Firm Name</b>	<b>Technical Proposal Score</b>	<b>Rank</b>	<b>Design Services Cost Proposal</b>	<b>Design Services with Contingency</b>
Greenman-Pedersen, Inc.	85.3	1	\$548,207.01	\$712,669.11
LKMA/NV5	83.3	2	\$711,964.12	\$925,553.36
Nelson & Pope Engineering	81.8	3	\$616,190.00	\$801,047.00

When the Technical Selection Committee scored all the proposals that were submitted by the firms, Greenman-Pedersen, Inc. received the highest technical score of 85.3. LKMA/NV5 received the second ranking with a score of 83.3 and Nelson & Pope received the third ranking with a score of 81.8. LiRo Engineering, SIMCO, Stantec Consultant Services, and AECOM USA received considerably lower scores. Therefore, the committee only opened the cost proposals from the top three firms, to see who would present the best value to the County. As they received the best technical score, the committee decided to recommend this design services agreement be awarded to Greenman-Pedersen, Inc. as they provide the best value to the County due to their qualifications, excellent experience and intimate familiarity with the scope of work. Greenman-Pedersen, Inc. and their subconsultant's team represents a well-rounded combination of expertise and holds the proper licenses and certifications for this task.

Funding for these professional services is available under Capital Projects T62462-01D.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

May 24, 2021

Page 2.

**SUBJECT:** Design Services – Signal Expansion Phase 10  
Agreement Number T62462-01D; PIN 0761.25  
Recommendation to Engage Consultant

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



Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

c: Elisa Picca, Chief Deputy Commissioner  
Joseph G. Pecora, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director, Traffic Engineering\  
Christopher Paggi, Assistant Director of Traffic Engineering  
Jeff Lindgren, Traffic Engineer II

APPROVED:



5/25/2021

Brian J. Schneider  
Deputy County Executive

Date

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider  
Deputy County Executive

Date

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Traffic Signal Expansion Phase 10 \_\_\_\_\_

Department: Public Works Project Manager: Jeff Lindgren Date: September 28, 2018

Service Requested: The Department of Public Works is requesting authorization to advertise and let a Traffic Design, Construction, Construction Management project paid for utilizing monies from the Capital Plan.

Justification: This phase of the project will provide design services to create plans, specifications and estimate to prepare for construction. The construction phase will be supplemented with 80% Federal Funds. Construction Phase estimate \$4,500,000

Requested by: Jeff Lindgren Department/Agency/Office: Public Works, Traffic ManagementProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$246,000  
Circle appropriate phaseTotal Project Cost: \$4,746,000 Date Start Work: March 2019 Duration: 12 Months  
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐NIFS Entered: df

SIGNATURE

DATE

AIM Entered: Nancy Allen 9/27/19

SIGNATURE

DATE

Funding Code: 62462-000

use this on all encumbrances

Timesheet Code: 19-0194

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation \_\_\_\_\_

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature \_\_\_\_\_

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

**TO:** Jeff Lindgren, Project Manager

**FROM:** Office of the Commissioner

**DATE:** March 16, 2020

**SUBJECT:** CSEA Sub-Contracting Approval  
**C20-033** – Design Contract T62462 – Traffic signals along Glen Cove Ave., Franklin Ave., Willis Ave and New Hyde Park Road

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C20-033**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Joseph G. Pecora, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

**DATE:** March 5, 2020

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Design Contract  
Proposed Contract No: T62462

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: Design
2. The work involves the following:  
Prepare design plans for the installation of Traffic Signals along Glen Cove Avenue, Franklin Avenue, Willis Avenue and New Hyde Park Road.
3. An estimate of the cost is: Five hundred thousand dollars (\$500,000.00)
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva  
Deputy Commissioner

RD:JGP:HTL:ac

c: Christopher Nicolino, Director, Office of Labor Relations  
Joseph G. Pecora, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Jonathan Lesman, Management Analyst II  
Jeff Lindgren, Project Manager



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

**Gregory Zenk, P.E. Executive Vice President**

Name and Title of Authorized Representative

m/d/yy

Signature

07/15/2021

Date

Greenman - Pedersen, Inc.

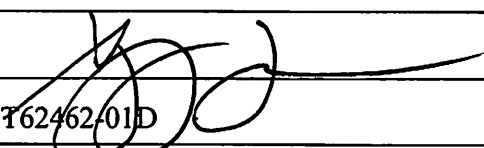
Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization

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

**Part 1- General Information:**

<b>Consultant/Contractor Name:</b>	Greenman-Pedersen, Inc.
<b>Address (street/city/state/zip code):</b>	325 West Main Street, Babylon, NY 11709
<b>Authorized Representative (name/title):</b>	Gregory Zenk, P.E., Executive Vice President
<b>Authorized Signature:</b>	
<b>Contract Number:</b>	T62462-01D
<b>Contract/Project Name:</b>	T62462-01D - Signal Expansion Phase 10
<b>Contract/Project Description:</b>	The purpose of this project is to prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity, minimize delays along these arterials.

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$548,207.01		
Total MBE Dollar Amount	\$82,231.05	MBE Contract Percentage	15%
Total WBE Dollar Amount		WBE Contract Percentage	
Total Combined M/WBE Dollar Amount	\$82,231.05	Combined M/WBE Contract Percentage	15%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: M&J Engineering, P.C. Address: 2003 Jericho Turnpike City: New Hyde Park State/Zip Code: New York 11040 Authorized Representative: Maqsood Malik Telephone No. 516-821-7307	Data Collection	Amount (\$): \$82,231.05 <hr/> Award Date: <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			





Certified:

**E-151-21**

Filed with the Clerk of the  
Nassau County Legislature  
October 15, 2021 12:31PM

**NIFS ID:CLPW21000023      Department: Public Works**

**Capital: X**

SERVICE: CCWPCP-Effluent Screening-Amendment No. 2-S3C067-03C

Contract ID #:CFPW11000012

NIFS Entry Date: 14-SEP-21

Term: from to

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Cameron Engineering &amp; Associates, LLP</b>	Vendor ID#: <b>11-3313855</b>
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Mark Wagner
	Phone: 516-224-5202

<b>Department:</b>
Contact Name: Adrian O. Hamilton
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793 Phone: 516-571-7515

## Routing Slip

Department	NIFS Entry: X	14-SEP-21 -- LDIONISIO
Department	NIFS Approval: X	14-SEP-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	14-SEP-21 -- RDALLEVA
OMB	NIFA Approval: X	17-SEP-21 -- CNOLAN
OMB	NIFS Approval: X	14-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-SEP-21 -- AAMATO

County Atty.	Approval to Form: X	15-SEP-21 -- NSARANDIS
CPO	Approval: X	23-SEP-21 -- PARJUNE
DCEC	Approval: X	23-SEP-21 -- RCLEARY
Dep. CE	Approval: X	23-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	15-OCT-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Amendment to an agreement with Cameron Engineering & Associates, LLP for additional time and funds to complete the construction process in connection with the Cedar Creek Effluent Screening Facilities Improvement project.
<b>Method of Procurement:</b> RFP was issued 9/14/11
<b>Procurement History:</b> RFP was issued 9/14/11 - five (5) firms responded. Cameron Engineering was selected as the best value to the County.
<b>Description of General Provisions:</b> This amendment provides additional time and funds to complete the construction in connection with the Cedar Creek Effluent Screening Facilities Improvement project. Term is extended through 9/13/23.
<b>Impact on Funding / Price Analysis:</b> Increase the maximum amount by \$124,000. The new maximum amount is \$891,000.00. Capital Project 3C067.
<b>Change in Contract from Prior Procurement:</b> This amendment extend the existing agreement through September 13, 2023 with the option to extend one additional year. The contract maximum amount will be increased by \$124,000.00 to \$891,000.00.
<b>Recommendation: (approve as submitted)</b> Recommend Approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	3C	Revenue		1	PWCSWC/SW/3C06	\$ 124,000.00
Resp:	067	Contract:			7/00002/000	
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	3C067	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 124,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 124,000.00</b>		<b>TOTAL</b>	<b>\$ 124,000.00</b>

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2021

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 CAMERON ENGINEERING & ASSOCIATES, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cameron Engineering & Associates, LLP in connection with the Cedar Creek Water Pollution Control Plant Effluent Screening Facility Improvements Project, 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 the agreement with Cameron Engineering & Associates, LLP



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

1. **Vendor:** Cameron Engineering & Associates, LLP

2. **Dollar amount requiring NIFA approval:** \$124000

**Amount to be encumbered:** \$124000

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:**

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

If yes, please explain:

4. **Funding Source:**

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

Has NIFA approved the borrowing for this contract? N

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

This is an amendment to the Personal Service Agreement with Cameron Engineering & Associates, LLP for time and funds, to complete the construction process in connection with the Cedar Creek Effluent Screening Facilities Improvement project.

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.

CNOLAN

17-SEP-21

**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.**

## AMENDMENT NO. 2

THIS AMENDMENT (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) Cameron Engineering & Associates, LLP, a consulting engineering firm having its principal office at 177 Crossways Park Drive, Woodbury, NY 11797 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County contract number S3C067-03C between the County and the Firm, executed on behalf of the County on September 14, 2011 (the "Original Agreement"), the Firm performs construction management services for the County in connection with the Cedar Creek Water Pollution Control Plant Effluent Screening Facilities Improvements Project, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from September 14, 2011, through September 13, 2017 (the "Original Term"); and extended to September 13, 2022 (Amendment No. 1)

WHEREAS, the County and the Firm desire to amend the Term of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for one (1) year, so that the termination date of the Agreement as amended by this Amendment shall be September 13, 2023 (the "Amended Expiration Date"). Notwithstanding the foregoing, this amendment, shall also allow for the extension of this Amended Agreement, for a period of up to one (1) year Operation & Maintenance monitoring beyond the successful completion of the project. The Amended 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 extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by One Hundred Twenty-four Thousand dollars and zero cents (**\$124,000.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Eight Hundred Nine-One Thousand Dollars and Zero Cents (\$891,000.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

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

(b) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}



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

Cameron Engineering & Associates, LLP.

By: 

Name: John D. Cameron, Jr., P.E.

Title: Managing Partner

Date: 06/03/2020

COUNTY OF NASSAU

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 03 day of June in the year 2021 before me personally came John D. Cameron to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Managing Partner of Cameron Engineering & Assoc., LLC, 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.

*Jill Ann Witcoski*

NOTARY PUBLIC

**JILL ANN WITCOSKI**  
Notary Public, State of New York  
Qualified in Nassau County  
Reg. No. 01WI6357883  
My Commission Expires May 1, 2025

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## 5. Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

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

  
Signature

Joseph R. Amato, PE, LEED AP - Senior Partner  
Printed Name and Title

July 19, 2021  
Date

Jack Schnirman  
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:** Cameron Engineering & Associates, LLP

**CONTRACTOR ADDRESS:** 177 Crossways Park Drive, Woodbury, NY 11797

**FEDERAL TAX ID #:** 11 3313855

**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 September 14, 2011 [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 an RFP was issued for qualified vendors, and five (5) proposals were received on February 11, 2011. At which time Cameron Engineering was selected as the best value for the County.

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

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☒ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Roseann D'Alleva  
Department Head Signature

07/29/21

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.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joseph R. Amato, PE, LEED AP state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Cameron Engineering & Associates, LLP

Vendor's Address: 177 Crossways Park Drive Woodbury NY US 11797

Vendor's EIN or TIN: 11-3313855

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
07/22/2021 12:22:49 PM

Lobbyist Registration and Disclosure Form:  
07/22/2021 12:28:48 PM

Business History Form certified:  
09/03/2021 08:37:45 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
07/23/2021 03:07:02 PM



# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]	07/22/2021 12:13:15 PM
John D. Cameron, Jr., P.E. [JDC@CAMERONENGINEERING.COM]	09/03/2021 09:25:51 AM
Janice Jijina, PE, AICP CEP, LEED AP [JJIJINA@CAMERONENGINEERING.COM]	07/22/2021 12:10:38 PM
Andrew L. Narus, PE, CCM [ANARUS@CAMERONENGINEERING.COM]	07/22/2021 12:20:53 PM
Mark Wagner, CEP, LEED AP [MWAGNER@CAMERONENGINEERING.COM]	07/22/2021 12:17:47 PM
Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]	07/22/2021 12:19:24 PM
Richard J. Zapolski, Jr., P.E. [RZAPOLSKI@CAMERONENGINEERING.COM]	07/22/2021 12:14:43 PM
Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]	07/22/2021 12:16:12 PM

I, Joseph R. Amato, PE, LEED AP hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Joseph R. Amato, PE JRA@CAMERONENGINEERING.COM

*Name*

Senior Partner

*Title*

Cameron Engineering & Associates, LLP

*Name of Submitting Entity*

09/03/2021 10:57:41 AM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:  
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/22/2021 12:22:49 PM

Vendor: Cameron Engineering

Title: Senior Partner



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.

No person/organization is registered as a lobbyist.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No person/organization is registered as a lobbyist.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

No person/organization is registered as a lobbyist.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

No person/organization is registered as a lobbyist.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

No person/organization is registered as a lobbyist.

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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:

Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/22/2021 12:28:48 PM

Vendor: Cameron Engineering

Title: Senior Partner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**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: Andrew L. Narus  
Date of birth: 12/25/1952  
Home address: 52 Moriches Ave.  
City: East Moriches State/Province/Territory: NY Zip/Postal Code: 11940  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 5162245202

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2019</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Narus Technologies PE PLLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?



YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Andrew L. Narus, PE, CCM , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew L. Narus, PE, CCM , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Andrew L. Narus, PE, CCM [ANARUS@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:20:53 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: John D. Cameron, Jr., PE  
Date of birth: 07/06/1949  
Home address: 77 Maple Avenue, #306  
City: Rockville Centre State/Province/Territory: NY Zip/Postal Code: 11570  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: (516) 827-4900

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Managing Partner	01/07/1985

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

John D. Cameron, Jr., PE owns 41.8% of Cameron Engineering & Associates, LLP. The firm Cameron Engineering, Planners and Landscape Architects, PC owns 38.2% of the firm Cameron Engineering & Associates, LLP. John D. Cameron, Jr., PE owns 100% of the firm Cameron Engineering, Planners and Landscape Architects, PC.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Cameron Engineering & Associates of New York, PLLC - Owner  
Cameron Engineering, Planning and Landscape Architecture, P.C. - Owner  
Long Island Regional Planning Council, Chairman  
East End Recycling & Compositing Co., L.P.- Partner  
Omni East End, Inc. - President  
Bayfront Development Group, LLC - Officer

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.

March 2018 - Client: New York Police Department - Structural Engineering Services at 235 East 20th Street -  
Cameron Engineering & Associates of New York, PLLC

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, John D. Cameron, Jr., PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John D. Cameron, Jr., PE , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
John D. Cameron, Jr., P.E. [JDC@CAMERONENGINEERING.COM]

Managing Partner

Title

09/03/2021 09:25:51 AM

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: Janice Jijina, PE, AICP CEP, LEED AP  
Date of birth: 11/11/1955  
Home address: 2850 Lee Place  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-827-4900

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer (Secretary)



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Janice Jijina, PE, AICP CEP, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Janice Jijina, PE, AICP CEP, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Janice Jijina, PE, AICP CEP, LEED AP [JJIJINA@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:10:38 PM

Date

**PROFESSIONAL CORPORATION TRIENNIAL STATEMENT**

The University of the State of New York  
THE STATE EDUCATION DEPARTMENT  
Office of the Professions-PC Unit  
89 Washington 2nd Floor  
Albany, NY 12234

CAMERON ENGINEERING PLANNING AND LANDSCAPE ARCHITECTURE PC  
177 CROSSWAYS PARK DR  
WOODBURY NY 11797-0000

PSC Number: 017844

Statement Filing Date: 03/01/21

Amount Due: \$ 105

↑ DO NOT DETACH ↑

PSC Number: 17 017844 CAMERON ENGINEERING PLANNING AND LANDSCAPE ARCHITECTURE PC

**Instructions**

Business Corporation Law 1514 provides that each Professional Service Corporation shall triennially furnish a statement to the Licensing authority listing the name and residence address of each shareholder, officer and director of such corporation certifying that all such individuals are authorized by law in this State to practice a profession which such corporation is authorized to practice. The statement shall be signed by the president or any vice president of the corporation and attested to by the secretary or any assistant secretary of the corporation.

**NOTE:** Any changes to the corporation's shareholders, officers or directors should be reported in writing to the department within 30 days.

Follow the Instructions 1-2 below and 3-9 on the reverse side.

- Review the information below regarding the shareholders, officers and directors of the above corporation. Please make any needed changes to residence address in the corresponding section below each name. New shareholders, officers and directors should be added in Item #6 on the reverse side. If you have more than four, we are not able to list them below. Please attach a separate sheet indicating all shareholders, officers and directors, current residence address and license number.

**Current Shareholders, Officers and Directors**

A. MCANDREW KEVIN MICHAEL  
~~39 BEDELL PLACE~~  
~~AMITYVILLE NY 11701-0000~~  
04 001173 (0321)

B. AMATO JOSEPH R  
307 LAWN LANE  
UPPER BROOKVILLE NY 11771-0000  
16 056484 (0124)

16 Grace Lane  
Lindenhurst, NY 11757  
Residence Address

Residence Address

C. CAMERON JOHN D JR  
77 MAPLE AVENUE  
UNIT 306  
ROCKVILLE CENTRE NY 11570-0000  
16 056898 (0621)

D. JIJINA JANICE LEE  
2850 LEE PLACE  
BELLMORE NY 11710-0000  
16 082504 (1022)

Residence Address

Residence Address

- PRIVACY NOTIFICATION:** The authority to request personal information from you, including identifying numbers such as Federal Social Security and Federal Employer Identification Numbers, and the authority to maintain such information is found in Section 5 of the Tax Law. This information will be used for tax administration purposes. The law requires that you enter your Federal Employer ID# below:

FEDERAL EMPLOYER ID NUMBER

11-2730663

**A) Identify your business entity and the people for whom information is required:**

TYPE OF BUSINESS ENTITY	INFORMATION REQUIRED FOR:
Professional Corporations	All Shareholders, Officers and Directors
Limited Liability Companies	Members/Managers
Limited Liability Partnerships/Partnerships	Partners
Foreign Professional Corporations	New York Licensees
Business Corporations under Section 7209 (Grandfather Corporations)	CEO

**B) Complete the information requested below for each individual:**

Name and Residence Address	NYS License Number	List Positions Held in Business Entity
1. Joseph P. Amato 307 Lawn Lane Upper Brookville NY 11771	056484	Treasurer
2. John D. Cameron Jr. 59 Royal Court Rockville Centre NY 11570	056898	President
3. Kevin M. McAndrew 448 W. Bleeker Dr. North Massapequa NY 11758	001173	Vice President
4. Grace Gijira 2850 De Place Bellmore, NY 11710	82504	Secretary
5.		

**ATTESTATION**

I, Joseph R. Amato, affirm under penalty of perjury that all statements herein are true and correct; in the case of partnerships, that said partnership has complied with the provisions of the partnership law of this State and that each of the said partners is in good standing. I understand that any false or misleading statements submitted in this renewal statement or related statements in support of this application will be cause for denial of the renewal or revocation of the certificate of authorization issued pursuant thereto and would constitute professional misconduct for a licensee.

Signature of individual authorized to attest

Date

Print name

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Joseph R. Amato, PE, LEED AP  
Date of birth: 02/12/1951  
Home address: 307 Lawn Lane  
City: Upper Brookville State/Province/Territory: NY Zip/Postal Code: 11771  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: (516) 827-4900

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Partner 1997 - 2008 Senior Partner 2008-Present	06/24/1991

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

20% Share of Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Cameron Engineering & Associates of New York,. PLLC - Owner  
Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer

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.

March 2018 - Client: New York Police Department - Structural Engineering Services at 235 East 20th Street -  
Cameron Engineering & Associates of New York, PLLC

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph R. Amato, PE, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph R. Amato, PE, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Senior Partner

Title

07/22/2021 12:13:15 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Michael J. Hults  
Date of birth: 02/28/1973  
Home address: 49 Manchester Road  
City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11757  
Country: US  
Telephone: 516-224-5269

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2017</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael J. Hults, PE, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael J. Hults, PE, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:16:12 PM

Date



## **PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Mark Wagner  
Date of birth: 02/24/1954  
Home address: 663 Tanglewood Rd  
City: West Islip State/Province/Territory: NY Zip/Postal Code: 11795  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-224-5263

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Mark Wagner, CEP, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark Wagner, CEP, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Mark Wagner, CEP, LEED AP [MWAGNER@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:17:47 PM

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Nicholas A. Kumbatovic  
Date of birth: 03/31/1967  
Home address: 77 Estate Drive  
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-224-5267

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?



YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Nicholas A. Kumbatovic, PE, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nicholas A. Kumbatovic, PE, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:19:24 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Richard J. Zapolski, Jr., PE  
Date of birth: 03/16/1968  
Home address: 15 Suydam Lane  
City: Bayport State/Province/Territory: NY Zip/Postal Code: 11705  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-224-5290

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>04/26/2021</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard J. Zapolski, Jr., P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard J. Zapolski, Jr., P.E. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Richard J. Zapolski, Jr., P.E. [RZAPOLSKI@CAMERONENGINEERING.COM]

Associate Partner

Title

07/22/2021 12:14:43 PM

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: 09/03/2021

1) Proposer's Legal Name: Cameron Engineering & Associates, LLP

2) Address of Place of Business: 177 Crossways Park Drive

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Address: 100 Sunnyside Blvd

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Start Date: 01-JAN-05

End Date: 31-DEC-16

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 003688033

5) Federal I.D. Number: 113313855

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

The following companies whereby John D. Cameron, Jr., is principal owner and/or officer, namely Omni East End, Inc. and Cameron Engineering, Planning and Landscape Architecture, PC, utilize the office at 177 Crossways Park Drive, Woodbury for mailing address purposes only. The Vendor, Cameron Engineering & Associates, LLP, does not share staff, expenses or equipment with these entities.

At times of increased workload, Cameron Engineering & Associates, LLP will utilize the staff on a sub-



consultant basis from Cameron Engineering & Associates of New York, PLLC to supplement the staff for project needs, and vice versa. The companies are both owned by John D. Cameron, Jr., PE, and Joseph R. Amato, PE. No office space or equipment expenses are shared.

- 8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:

Cameron Engineering & Associates of New York, PLLC (Affiliate)

Cameron Engineering, Planning and Landscape Architecture, P.C. (Affiliate)

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the

conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
- YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict

of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

As part of our extensive QA/QC procedures, all Firm principals, partners, and upper level staff members are thoroughly aware of clients and projects outside their specific departments. Cameron Engineering policy and the ethical requirements of our staff members' Professional Engineering licenses require us to research potential conflicts of interest prior to establishing a work relationship with potential new clients. Our firm has indeed turned away multiple new projects due to an actual or perceived conflict of interest that might have resulted.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

07/25/1997

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded: BHF\_A.ii\_Ownership Information\_Financial Interest\_08.31.21.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: BHF\_A.iii\_List of officers and directors\_Jun 28 2021.pdf

- iv) State of incorporation (if applicable);  
 NY
- v) The number of employees in the firm;  
 105
- vi) Annual revenue of firm;  
 21243287
- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Cameron Engineering\_Awards 2021.pdf

- viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: CEA Certificate of Authority\_Expires 2023.pdf

- B. Indicate number of years in business.

36

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Cameron Engineering has been successfully working with Nassau County for 36 years.

- 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	Greater Atlantic Beach Water Reclamation District		
Contact Person	Keith Pearsall, Superintendent		
Address	2150 Bay Blvd., P.O. Box 128		
City	Atlantic Beach	State/Province/Territory	NY
Country	US		
Telephone	(516) 239-6777		
Fax #	(516) 239-0088		
E-Mail Address	keithpearsall59@gmail.com		

Company	Suffolk County Dept. of Public Works		
Contact Person	Janice McGovern, PE		
Address	360 Yaphank Ave, Suite 2B		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4188		
Fax #			
E-Mail Address	janice.mcgovern@suffolkcountyny.gov		

Company	City of Long Beach		
Contact Person	Joe Febrizio		
Address	1 West Chester Street		
City	Long Beach	State/Province/Territory	NY
Country	US		
Telephone	(516) 431-1000		
Fax #			
E-Mail Address	jfebrizio@longbeachny.gov		

I, Joseph R. Amato, PE, LEED AP , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph R. Amato, PE, LEED AP , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Cameron Engineering

Electronically signed and certified at the date and time indicated by:  
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Senior Partner  
Title

09/03/2021 08:37:45 AM  
Date

August 31, 2021

## BUSINESS HISTORY FORM

### A.ii

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner

#### Ownership of Cameron Engineering & Associates, LLP

Name	Title	% of Ownership
John D. Cameron, Jr., P.E. 77 Maple Avenue, #306 Rockville Centre, NY 11570	Managing Partner	41.8%
Joseph R. Amato, P.E., LEED AP 307 Lawn Lane Upper Brookville, NY 11771	Senior Partner	20%
Cameron Engineering, Planning and Landscape Architecture, P.C (Formerly known as Cameron Engineering, P.C. from 3/25/1985 to 3/21/2011) <b>Utilizing the following address for mailing purposes only:</b> 177 Crossways Park Drive Woodbury, NY 11797  <i>This company is owned 100% by John D. Cameron, Jr., PE</i>	-	38.2%

Date: June 28, 2021

## **BUSINESS HISTORY FORM**

### **A.iii**

**Name, address and position of all officers and directors of the company**

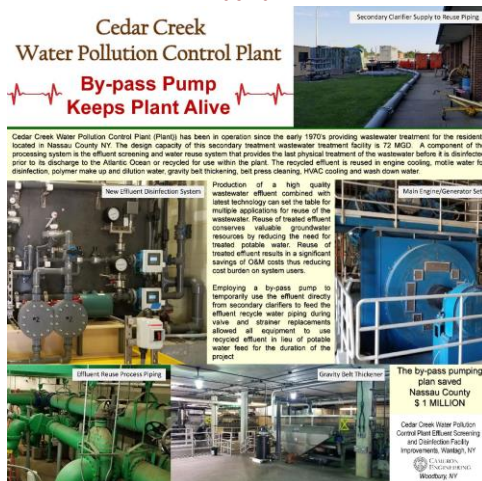
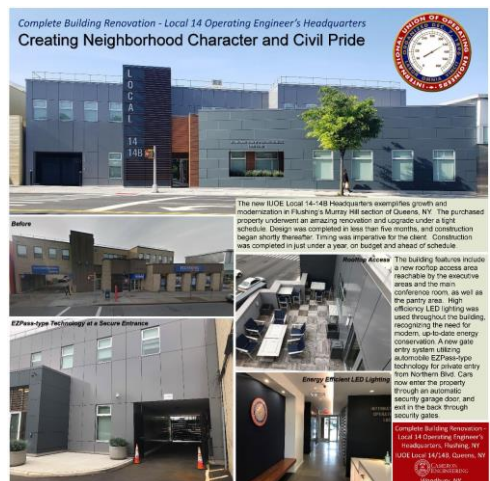
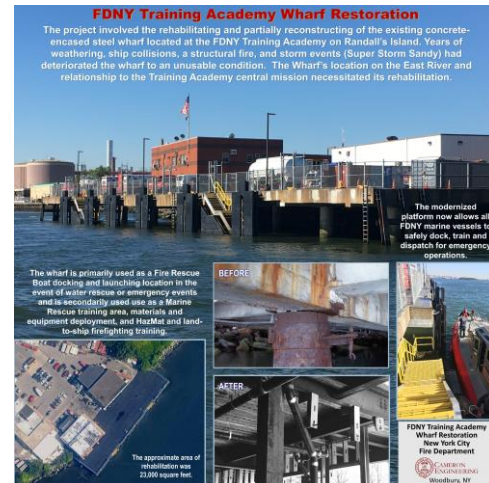
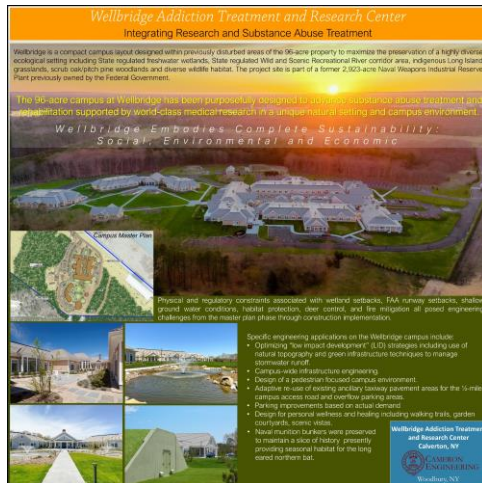
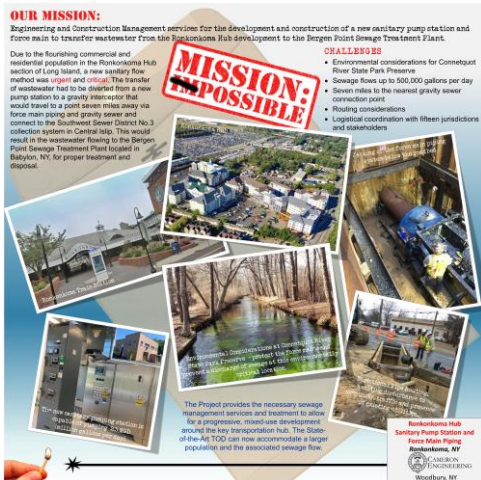
#### **Cameron Engineering & Associates, LLP**

John D. Cameron, Jr., P.E.	77 Maple Avenue, #306 Rockville Centre, NY 11570	Managing Partner
Joseph R. Amato, P.E., LEED AP	307 Lawn Lane Upper Brookville, NY 11771	Senior Partner
Mark Wagner, CPE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Principal
Michael J. Hults, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
<del>*Kevin McAndrew, RLA, AICP, LEED AP</del>	<del>177 Crossways Park Drive Woodbury, NY 11797</del>	<del>Partner</del>
Nicholas A. Kumbatovic, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Andrew L. Narus, PE, CCM	177 Crossways Park Drive Woodbury, NY 11797	Partner
Janice Jijina, PE, AICP CEP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Richard J. Zapolski, Jr., PE	177 Crossways Park Drive Woodbury, NY 11797	Associate Partner

\*Kevin McAndrew, RLA, AICP, LEED AP has retired from Cameron Engineering.



# ENGINEERING EXCELLENCE AWARDS





# ENGINEERING EXCELLENCE AWARDS

**Infrastructure Upgrades at 1407 Broadway**  
2019 ACEC NY Engineering Excellence  
*Gold*

**Effluent Dechlorination at Long Beach WWTP**  
2019 ACEC NY Engineering Excellence  
*Silver*

**Clean & Green Biosolids Processing Facility**  
2018 ACEC NY Engineering Excellence  
*Diamond*  
2018 ACEC National Recognition

**FDNY Randall's Island Water Reclamation**  
2018 ACEC NY Engineering Excellence  
*Diamond*  
2018 ACEC National Recognition

**NYSERDA Clean Energy Communities**  
2018 ACEC NY Engineering Excellence  
*Gold*

**Columbia University SASS**  
2018 ACEC NY Engineering Excellence  
*Gold*

**Molloy College Center for Nursing**  
2017 ACEC NY Engineering Excellence  
*Gold*

**Wyandanch Village**  
2017 ACEC NY Engineering Excellence  
*Platinum*

**Bay Park Infrastructure Improvements**  
*(In Association with Hazen and Sawyer)*  
2017 ACEC NY Engineering Excellence  
*Platinum*

**Long Island Tidal Wetlands Trends Analysis**  
2016 ACEC NY Engineering Excellence  
*Diamond*

**Floral Park Aquatic Complex**  
2016 ACEC NY Engineering Excellence  
*Gold*

**Hofstra Northwell School of Medicine**  
2016 ACEC NY Engineering Excellence  
*Gold*

**Bergen Point WWTP Effluent UV Disinfection**  
2015 ACEC NY Engineering Excellence  
*Gold*

**Eastport-South Manor Primary School**  
2015 ACEC NY Engineering Excellence  
*Gold*

**The Museum of American Armor**  
2015 ACEC NY Engineering Excellence  
*Silver*

**Glen Cove Ferry Terminal and Boat Basin**  
2014 ACEC NY Engineering Excellence  
*Diamond*

**Sacred Heart Academy**  
2014 ACEC NY Engineering Excellence  
*Silver*

**Widex USA, Inc.- Corporate Headquarters**  
2014 ACEC NY Engineering Excellence  
*Silver*

**Forge River Watershed Management Plan**  
2013 ACEC NY Engineering Excellence  
*Platinum*

**St. Joseph's College Athletic Complex**  
2013 ACEC NY Engineering Excellence  
*Gold*

**Village of Greenport WPCP  
Phase II BNR/ UV Upgrade**  
2013 ACEC NY Engineering Excellence  
*Platinum*

**TONH Community Center**  
2013 ACEC NY Engineering Excellence  
*Platinum*

**Molloy College Campus Center**  
2012 ACEC NY Engineering Excellence  
*Silver*

**Manorhaven Beach Park Pool Complex**  
2012 ACEC NY Engineering Excellence  
*Diamond*

**Massapequa Creek Restoration**  
2012 ACEC NY Engineering Excellence  
*Gold*

**Mill Pond Water Quality Improvements**  
2011 ACEC NY Engineering Excellence  
*Platinum*

**Morrelly Homeland Security Center**  
2011 ACEC NY Engineering Excellence  
*Gold*

**Bay Walk Park**  
2011 ACEC NY Engineering Excellence  
*Silver*

**Morris County Correctional Facility  
Security System Upgrade**  
2010 ACEC NY Engineering Excellence  
*Silver*

**Stone Hill at Muttontown**  
Conservation Easement Planning  
2009 ACEC NY Engineering Excellence  
*Silver*

**The Ritz-Carlton Residences**  
Baltimore Inner Harbor, Maryland  
2009 ACEC NY Engineering Excellence  
*Silver*

**The Business & Research Center At  
Garden City**  
Lifetime Brands, 1000 Stewart Ave.  
2008 ACEC NY Engineering Excellence  
*Platinum*  
2007 Consulting-Specifying Engineering  
ARC Awards  
*Silver*

**North Shore Hebrew Academy  
High School Campus**  
2008 ACEC NY Engineering Excellence  
*Gold* **Calverton Camelot –  
Conservation Subdivision**  
2007 ACEC NY Engineering Excellence  
*Silver*

**Suffolk County Community College  
Electrical Distribution Systems**  
2007 ACEC NY Engineering Excellence  
*Silver*

**Aircraft Noise Abatement St. Joachim School**  
2006 ACEC NY Engineering Excellence  
*Gold*

**Harborview Mid-Rise Luxury Complex**  
2006 ACEC NY Engineering Excellence  
*Silver*

**Massapequa Preserve Streamflow  
Augmentation & Pond Restoration Study**  
Nassau County DPW  
2005 Silver ACEC NY Engineering Excellence

**Long Beach Parking Facility MTA - Long Island Rail Road**  
2005 ACEC NY Engineering Excellence  
*Gold*

**Biological Nutrient Removal Retrofit – Glen Cove WPCP**  
2005 NYSDEC Environmental Excellence  
2005 ACEC NY Engineering Excellence  
*Gold*

**NYC SCA Glen Oaks Campus**  
2004 ACEC NY Engineering Excellence  
*Diamond*  
2004 ACEC National Recognition

**Dean G. Skelos Sports Complex**  
Village of Rockville Centre  
2004 ACEC NY Engineering Excellence  
*Gold*

**Lido Beach Phase II - Water Main Improvements**  
Town Of Hempstead-Water Department  
2004 ACEC NY Engineering Excellence  
*Gold*



**CAMERON  
ENGINEERING**

*Other Awards Prior*

**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

**CAMERON ENGINEERING & ASSOCIATES LLP  
177 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797-2016**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2021 TO 12/31/2023.



CERTIFICATE NUMBER  
**0017975**

  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cameron Engineering & Associates, LLP

Address: 177 Crossways Park Drive

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: 113313855

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded Q4\_CCV\_07.22.2021.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Cameron Engineering & Associates, LLP is owned by two individuals - John D. Cameron, Jr., PE, and Joseph R. Amato, PE. The third owner is a professional corporation - Cameron Engineering, Planning and Landscape Architecture, P.C.

1 File(s) uploaded Q5\_CCV\_07.22.2021.pdf

*No shareholders, members, or partners have been attached to this form.*

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.

Cameron Engineering & Associates of New York, PLLC  
Cameron Engineering, Planning & Landscape Architecture, PC

1 File(s) uploaded Q6\_CCV\_07.22.2021.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

There are NO lobbyists utilized.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/23/2021 03:07:02 PM

Title: Senior Partner

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



# CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive  
1411 Broadway, Suite 610  
303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797 (516) 827-4900  
New York, NY 10018 (212) 324-4000  
White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**  
American Council of Engineering Companies of New York

*Managing Partner*  
John D. Cameron, Jr., P.E.

*Senior Partner*  
Joseph R. Amato, P.E.

*Partners / Principals*  
Mark Wagner, CEP  
Janice Jijina, P.E., AICP CEP  
Nicholas A. Kumbatovic, P.E.  
Michael J. Hults, P.E.  
Andrew L. Narus, P.E., CCM

*Associate Partner*  
Richard J. Zapolski, Jr., P.E.

*Senior Associates*  
Glenn DeSimone, P.E., CPE  
Stephen Hadjiyane, P.E., BCEE  
Michael A. De Giglio, R.L.A.

*Associate*  
Sarah Oral, P.E.

July 22, 2021

## County of Nassau Consultants, Contractor's and Vendor's Disclosure Form

### Question 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):

<b>John D. Cameron, Jr., PE – Managing Partner</b>	<b>77 Maple Avenue, Rockville Centre, NY 11570</b>	<b>Partner and Owner</b>
<b>Joseph R. Amato, PE, LEED AP – Senior Partner</b>	<b>307 Lawn Lane, Upper Brookville, NY 11771</b>	<b>Partner and Owner</b>
Mark Wagner, CPE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Michael J. Hults, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Nicholas A. Kumbatovic, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Andrew L. Narus, PE, CCM	177 Crossways Park Drive Woodbury, NY 11797	Partner
Janice Jijina, PE, AICP CEP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Richard J. Zapolski, Jr., PE	177 Crossways Park Drive Woodbury, NY 11797	Partner
<del>Kevin McAndrew, RLA, AICP, LEED AP</del>	<del>177 Crossways Park Drive Woodbury, NY 11797</del>	<del>Partner</del>



# CAMERON ENGINEERING & ASSOCIATES, L.L.P.

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1411 Broadway, Suite 610  
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Woodbury, NY 11797 (516) 827-4900  
New York, NY 10018 (212) 324-4000  
White Plains, NY 10603 (914) 721-8300

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*Managing Partner*  
John D. Cameron, Jr., P.E.

*Senior Partner*  
Joseph R. Amato, P.E.

*Partners / Principals*  
Mark Wagner, CEP  
Janice Jijina, P.E., AICP CEP  
Nicholas A. Kumbatovic, P.E.  
Michael J. Hults, P.E.  
Andrew L. Narus, P.E., CCM

*Associate Partner*  
Richard J. Zapolski, Jr., P.E.

*Senior Associates*  
Glenn DeSimone, P.E., CPE  
Stephen Hadjiyane, P.E., BCEE  
Michael A. De Giglio, R.L.A.

*Associate*  
Sarah Oral, P.E.

July 22, 2021

## County of Nassau Consultants, Contractor's and Vendor's Disclosure Form

### Question 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.

John D. Cameron, Jr., PE Managing Partner	41.8% Owner (Individual Shareholder)	77 Maple Avenue, Rockville Centre, NY 11570
Joseph R. Amato, PE, LEED AP Senior Partner	20% Owner (Individual Shareholder)	307 Lawn Lane, Upper Brookville, NY 11771
Cameron Engineering, Planning and Landscape Architecture, P.C.	38.2% (Private Company)	
Mark Wagner, CPE, LEED AP	Principal	177 Crossways Park Drive Woodbury, NY 11797
Michael J. Hults, PE, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Nicholas A. Kumbatovic, PE, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Andrew L. Narus, PE, CCM	Partner	177 Crossways Park Drive Woodbury, NY 11797
Janice Jijina, PE, AICP CEP, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Richard J. Zapolski, Jr., PE	Associate Partner	177 Crossways Park Drive Woodbury, NY 11797

*"Celebrating Over 35 Years of Excellence in Planning and Engineering"*

[www.cameronengineering.com](http://www.cameronengineering.com)



## CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900  
1411 Broadway, Suite 610 New York, NY 10018 (212) 324-4000  
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**  
American Council of Engineering Companies of New York

*Managing Partner*  
John D. Cameron, Jr., P.E.

*Senior Partner*  
Joseph R. Amato, P.E.

*Partners / Principals*  
Mark Wagner, CEP  
Janice Jijina, P.E., AICP CEP  
Nicholas A. Kumbatovic, P.E.  
Michael J. Hults, P.E.  
Andrew L. Narus, P.E., CCM

*Associate Partner*  
Richard J. Zapolski, Jr., P.E.

*Senior Associates*  
Glenn DeSimone, P.E., CPE  
Stephen Hadjiyane, P.E., BCEE  
Michael A. De Giglio, R.L.A.

*Associate*  
Sarah Oral, P.E.

July 22, 2021

In accordance with Question 6 on the CCV of the Vendor Portal:

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.

Cameron Engineering, Planning & Landscape Architecture, P.C.  
Cameron Engineering & Associates of New York, PLLC

**NEITHER OF THESE AFFILIATES WILL TAKE ANY PART OF THE PERFORMANCE OF ANY CONTRACT.**





CAMERONENG

ABERCH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ames &amp; Gough</b> <b>859 Willard Street</b> <b>Suite 320</b> <b>Quincy, MA 02169</b>	<b>CONTACT NAME</b> PHONE (A/C, No, Ext) <b>(617) 328-6555</b>		<b>FAX (A/C, No) (617) 328-6888</b>
	<b>E-MAIL ADDRESS</b> <b>boston@amesgough.com</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A</b> <b>Sentinel Insurance Company, LTD (XV) A+</b>		<b>11000</b>
	<b>INSURER B</b> <b>Hartford Casualty Insurance Company A+ (XV)</b>		<b>29424</b>
	<b>INSURER C</b>		
<b>INSURED</b> <b>Cameron Engineering &amp; Associates, LLP</b> <b>Cameron Engineering Planning and Landscape Architecture, PC.</b> <b>177 Crossways Park Drive</b> <b>Woodbury, NY 11797</b>	<b>INSURER D</b>		
	<b>INSURER E</b>		
	<b>INSURER F</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			08SBWNN6997	5/7/2021	5/7/2022	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08UEGAA8903	5/7/2021	5/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBWNN6997	5/7/2021	5/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WEGEL7844	5/7/2021	5/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 If AI box is checked, GL Endorsement Form# SS 00 08 0405 and Auto Endorsement Form# HA 99 17 1112, to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

Re: Contract S3C067-03C

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County DPW  
 3340 Merrick Road  
 Wantagh, NY 11793

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

*Gared Maxwell*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2021

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<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		<b>CONTACT NAME</b> ALYSON GRAZIOSI <b>PHONE (A/C, No, Ext)</b> 516-869-8788 <b>E-MAIL ADDRESS</b> AGRAZIOSI@CRPGRP.COM <b>FAX (A/C, No)</b> 516-470-0338		
<b>INSURED</b> Cameron Engineering & Associates, LLP 177 Crossways Park Drive Woodbury NY 11797		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A Berkley Insurance Company		32603
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		
		INSURER F		

**COVERAGES**

CERTIFICATE NUMBER: 1406638671

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE L MIT APPL ES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACC DENT \$
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY			AEC-9044213-03	5/7/2021	5/7/2022	\$5,000,000 \$5,000,000 \$50,000/\$150,000 EACH CLAIM AGGREGATE DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
(B) Cyber Liability; Carrier: Lloyd's; Policy #ASJ20H007922; Eff.: 02/14/2021 - Exp. 02/14/2022; Limit: \$5,000,000.  
RE: Contract S3C067-03C

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County DPW  
3340 Merrick Road  
Wantagh NY 11793

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** May 19, 2021

**SUBJECT:** Cedar Creek Water Pollution Control Plant  
Effluent Screening Facilities Improvements Project  
Request to Initiate Amendment No. 2  
Agreement No.: S3C067-03C  
Encumbrance No.: CFPW11000012  
Capital Project No.: S3C067

This Department is requesting approval to amend the existing personal services agreement S3C067-03C with the design firm, Cameron Engineering & Associates, LLP (CEA).

Notice to Proceed for the associated Construction Contract was issued during February 2017. Following some delays early in the project, Construction was scheduled for completion on November 10, 2020. Unfortunately, on October 11, 2020, there was a fire in the Effluent Building at Cedar Creek WPCP. As far as the Project Team knows, this fire was caused by a manufacturers defect in the exciter equipment associated with Outfall Pump No. 3. The Construction Contractor has stated that the equipment supplied by his electrical subcontractor was the cause of the fire. Unfortunately, the fire caused damage to other equipment in the Effluent Building electrical room and further delayed the contract. CEA lead the effort for the Department to investigate the root cause of the fire and recommend best practices for installation, testing, and operations of replacement equipment.

A cost increase of \$45,000.00 is proposed to account for the engineering services related to the fire damage. An additional cost increase of \$29,000.00 is proposed to account for the extended Engineering Services During Construction (DSDC services). An additional cost increase of \$50,000 is proposed to restore the contingency and account for unforeseen conditions. As such, in accordance with the applicable terms and conditions of the agreement, this Department desires to increase the agreement cost ceiling amount by \$124,000.00.

It is the intent of this Department to amend the existing agreement to extend those services for an additional one (1) year from September 14, 2022 through September 13, 2023 and increase the fee by \$124,000.00. This Amendment No. 2 will allow for the successful completion of the project, including the one (1) year Operation & Maintenance monitoring period.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

May 19, 2021

Page 2

SUBJECT: Cedar Creek Water Pollution Control Plant  
Effluent Screening Facilities Improvements Project  
Request to Initiate Amendment No. 2  
Agreement No.: S3C067-03C  
Encumbrance No.: CFPW11000012  
Capital Project No.: S3C067

Please sign this memorandum signifying your approval or disapproval of this contact amendment and return this memorandum to this office.

*Roseann Dalleva* for KA

Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Jane Houdek, Attorney for Public Works  
Loretta V. Dionisio, Assistant to Deputy Commissioner  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Graham Sharkey, Jacobs  
Adrian Hamilton, Jacobs

APPROVED:

DISAPPROVED:

*Brian J. Schneider* 05/19/2021  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

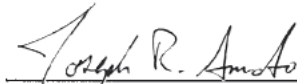
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph R. Amato, PE, LEED AP - Senior Partner

Name and Title of Authorized Representative

m/d/yy



04/08/2021

Signature

Date

Cameron Engineering & Associates, LLP

Name of Organization

177 Crossways Park Drive, Woodbury, NY 11797

Address of Organization

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

July 27, 2021

Mark Wagner, P.E.  
Cameron Engineering & Associates, LLP.  
177 Crossways Park Drive  
Woodbury, New York 11797

Att: Mark Wagner, P.E

Re: Cedar Creek Water Pollution Control Plant Effluent  
Screening & Disinfection Facility Improvements  
Capital Project 3C067  
Agreement No. S3C067-03C  
Extension of Time

Dear Mr. Wagner:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional one (1) year. The new expiration date shall now be September 13, 2022.

This extension of time shall be on the same terms, conditions, and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Cameron Engineering & Associates, LLP

July 27, 2021

Page 2

Re: Cedar Creek Water Pollution Control Plant Effluent  
Screening & Disinfection Facility Improvements  
Capital Project 3C067  
Agreement No. S3C067-03C  
Extension of Time

Should have any questions or comments concerning the above, please contact Mr. Vincent Falkowski, Deputy Commissioner for Environmental Programs, at (516) 571-7515.

Very truly yours,

*Elisa C. Picca* for K. Arnold

Kenneth G. Arnold, P.E.  
Commissioner of Public Works

KGA:VF:rp

c: Michael C. Pulitzer, Clerk of the Legislature  
Jeff Schoen, Comptroller, Office of the Comptroller  
Christine Geed, Director of Communications  
Karen Contino, Project Director for the County Executive  
John Skinner, Commissioner, Department of Labor  
Vincent Falkowski, Deputy Commissioner for Environmental Programs  
Jane Houdek, Council to Department of Public Works  
Lionel Chitty, Executive Director, Office of Minority Affairs  
Loretta Dionisio, Assistant to Deputy Commissioner for Administration  
Christopher Yansick, Unit Head, Financial Services Unit  
Siju Sebastian, Accountant I  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Karen Fay, Sanitary Engineer III  
Matt Duffy, Inspector, Office of the Comptroller  
Adrian Hamilton, Jacobs  
Graham Sharkey, Jacobs

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

August 20, 2020

Mark Wagner, P.E.  
Cameron Engineering & Associates, LLP.  
177 Crossways Park Drive  
Woodbury, New York 11797

Att: Mark Wagner, P.E

Re: Cedar Creek Water Pollution Control Plant  
Effluent Screening & Disinfection Facility Improvements  
Agreement No. S3C067-03C  
Extension of Time

To Whom It May Concern:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional one (1) year. The new expiration date shall now be September 13, 2021.

This extension of time shall be on the same terms, conditions and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Vincent Falkowski, Deputy Commissioner for Environmental Programs, at (516) 571-7515.

Very truly yours,

Kenneth G. Arnold, P.E.  
Commissioner of Public

KGA:VF:rp

c: Michael C. Pulitzer, Clerk of the Legislature  
Jeff Schoen, Deputy Comptroller, Office of the Comptroller  
Vincent Falkowski, Deputy Commissioner for Environmental Programs  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Jacobs





E-46-19

**NIFS ID:CLPW19000002 Department: Public Works**

**Capital: X**

SERVICE: Amendment #1 -S3C067-03C

Contract ID #:CFPW11000012

NIFS Entry Date: 27-APR-18

Term: from 14-SEP-17 to 13-SEP-20

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: <b>Cameron Engineering &amp; Associates, LLC</b>	Vendor ID#: <b>11-3313855</b>
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Joseph R. Amato, P.E.
	Phone: (516) 877-4900

<b>Department:</b>
Contact Name: Vincent Falkowski, P.E.
Address: 3340 Merrick Road Building R. 3rd Floor Wantagh, NY 11793
Phone: (516) 571-7508

## Routing Slip

Department	NIFS Entry: X	06-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	06-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	06-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	19-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	08-MAR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	06-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	07-MAR-19 -- NSARANDI S

CPO	Approval: X	21-MAR-19 -- KOHAGENCE
DCEC	Approval: X	21-MAR-19 -- JCHIARA
Dep. CE	Approval: X	21-MAR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval: X	09-APR-19 -- LVOCATURA
Comptroller	Deputy: X	02-MAY-19 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Approval of an amendment to a Personal Service Agreement with Cameron Engineering & Associates, LLP. to provide design-related construction and O&M services in connection with the Cedar Creek Effluent Screening Facilities Improvement project for three (3) years.
<b>Method of Procurement:</b> RFP - A qualification-based rating system in accordance with established DPW procedure.
<b>Procurement History:</b> A Request for Proposal (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County's website for the subject work. Five (5) firms responded with technical and cost proposals on February 11, 2011. Cameron Engineering was selected as the highest technically rated firm with the cost proposal that offers the best value.
<b>Description of General Provisions:</b> This Amendment will provide services for the Department that is design-related construction which encompasses product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification of successful completion.
<b>Impact on Funding / Price Analysis:</b> None. No Additional Funding Requested.
<b>Change in Contract from Prior Procurement:</b> Extension of Time Only.
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	3C	Revenue		1	PWCSWCSW/3C06	\$ 0.01
Resp:	067	Contract:			7/00002	\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	3C067	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>

RENEWAL	
Increase	
Decrease	



E-46-19

**NIFS ID:CLPW19000002 Department: Public Works**

**Capital: X**

SERVICE: Amendment #1 -S3C067-03C

Contract ID #:CFPW11000012

NIFS Entry Date: 27-APR-18

Term: from 14-SEP-17 to 13-SEP-20

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: <b>Cameron Engineering &amp; Associates, LLC</b>	Vendor ID#: <b>11-3313855</b>
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Joseph R. Amato, P.E.
	Phone: (516) 877-4900

<b>Department:</b>
Contact Name: Vincent Falkowski, P.E.
Address: 3340 Merrick Road Building R. 3rd Floor Wantagh, NY 11793 Phone: (516) 571-7508

2019 MAR 28 10 25 AM  
NASSAU COUNTY  
CLERK OF SUPREMACY

## Routing Slip

Department	NIFS Entry: X	06-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	06-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	06-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	19-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	08-MAR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	06-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	07-MAR-19 -- NSARANDIS

CPO	Approval: X	21-MAR-19 -- KOHAGENCE
DCEC	Approval: X	21-MAR-19 -- JCHIARA
Dep. CE	Approval: X	21-MAR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

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**Description of General Provisions:** This Amendment will provide services for the Department that is design-related construction which encompasses product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification of successful completion.

**Impact on Funding / Price Analysis:** None. No Additional Funding Requested.

**Change in Contract from Prior Procurement:** Extension of Time Only.

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3C
Resp:	067
Object:	00002
Transaction:	CL
Project #:	3C067
Detail:	000

RENEWAL	
Start Date:	
End Date:	
Decrease:	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.01
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3C067/00002	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 0.01</b>

Passed by the Rules Committee  
Hessen County Legislature

WZL:

7

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Cameron Engineering & Associates, LLP

**AMENDMENT NO. 1**

This AMENDMENT NO. 1 (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Cameron Engineering & Associates, LLP, a consulting engineering firm having its principal office at 177 Crossways Park Drive, Woodbury, NY 11797 (the "Firm" or the "Contractor").

## WITNESSETH:

WHEREAS, pursuant to County contract number S3C067-03C between the County and the Firm, executed on behalf of the County on September 14, 2011 (the "Original Agreement"), the Firm is performing certain services for the County in connection with improvements to the Effluent Screening Facility Improvements Project, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 14, 2011, through September 13, 2017 (the "Original Term");

WHEREAS, the County and the Firm desire to extend the Original Term.

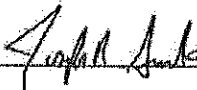
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by three (3) years, so that the Agreement shall expire September 13, 2020. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to (2) years 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.

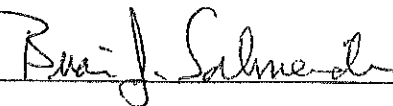
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES,  
LLP

By:   
Name: JOSEPH R. AMATO  
Title: SENIOR PARTNER  
Date: 4/11/18

NASSAU COUNTY

By:   
Name: BRIAN J. SCHNEIDER  
Title: Deputy County Executive  
Date: ~~4~~ MAY 7, 2019

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU )

On the 11<sup>th</sup> day of April <sup>2018</sup> in the year ~~2017~~ before me personally came Joseph R. Quato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Cameron Engineering, 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

*Donna Lee Sinram*

DONNA LEE SINRAM  
Notary Public, State of New York  
Registration #01SI5012093  
Qualified in Nassau County  
Commission Expires June 15, 2019

STATE OF NEW YORK)

)ss.;

COUNTY OF NASSAU )

On the 7 day of May in the year 2017 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Tanya L. Carter*  
TANYA L. CARTER  
Notary Public, State of New York  
No. 01CA6072855  
Qualified in Nassau County  
Commission Expires April 13, 2022



### 3. Compliance with Law

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Joseph R. Amato 12/14/2018  
Joseph R. Amato  
Senior Partner  
Cameron Engineering & Assoc., LLP

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Joseph R. Amato, P.E.

(Name)

177 Crossways Park Drive, Woodbury, NY 11797

(Address)

516-827-4900

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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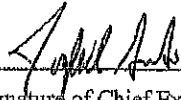
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/17/2018

Dated


  
\_\_\_\_\_  
Signature of Chief Executive Officer

Joseph R. Amato, P.E.

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

17 day of October, 2018

  
\_\_\_\_\_  
Notary Public

Notary Public

JILL ANN WITCOSKI  
Notary Public, State of New York  
Qualified in Nassau County  
Reg. No. 01W16357883  
My Commission Expires May 1, 2021

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** February 26, 2019

**SUBJECT:** Cedar Creek Water Pollution Control Plant  
Effluent Screening Facilities Improvements Project  
Extension of Time  
Agreement No.: S3C067-03C  
Encumbrance No.: CFPW11000012  
Capital Project No.: S3C067

This Department is requesting approval to amend the existing personal services agreement S3C037-03C with the design firm, Cameron Engineering & Associates, LLP (CEA), to extend the term of the agreement for payment purposes only, with no increase in fee.

Although the start date of this proposed retroactive amendment proceeds this request as described in greater detail below, the Department strongly recommends approval given the critical nature of the agreement and the associated bid contract.

The Cedar Creek Effluent Screening Facilities Improvement Project includes the complete renovation of the local electrical distribution system responsible for pumping nearly one half of Nassau County's treated sewage effluent to the Cedar Creek Ocean Outfall system. Executed in September 2011, the subject agreement and associated detailed design phase was delayed over two (2) years as the Department focused its attention on Superstorm Sandy recovery efforts.

Near complete, the design was finalized in the Spring of 2015 with the assistance of Nassau County's Program Manager for non-Sandy related capital improvements. Notice of Award and Notice to Proceed for the associated Construction Contract were issued in August 2016, and February 2017, respectively.

The associated Construction Contract has tracked on-time apart from minor delay associated with unforeseen conditions; and is expected to be complete by June of this year. The minor delay is associated with the complexity of shutting down the engine generator strained effluent cooling system and is not due to error caused by Cameron Engineering, who's services are necessary to overcome this obstacle.

Initially set to expire on September 14, 2016, the subject design agreement was extended by the Department in accordance with its terms and conditions for one year, to September 14, 2017. Although the initial Deputy County Executive Recommendation Memo was signed in April 2017, and disclosures received from the firm in May 2017, limited DPW staff in conjunction with changes in procurement policy and heightened compliance requirements resulted in the Consultant's disclosure documents aging out numerous times, necessitating resubmission and resulting in the lengthy retroactive period. Despite these obstacles, Cameron Engineering has worked closely with the Department to resubmit requisite amendment forms in a timely manner and has continued to provide critical engineering services during construction.



Office of the County Executive

February 26, 2019

Page 2

SUBJECT: Cedar Creek Water Pollution Control Plant  
Effluent Screening Facilities Improvements Project  
Extension of Time  
Agreement No.: S3C067-03C  
Encumbrance No.: CFPW11000012  
Capital Project No.: S3C067

Due to the critical nature of the project, responsible for nearly half of Nassau County's treated wastewater flow as described above, inadequate planning and design oversight has the potential to result in catastrophic plant failure, environmental contamination and fines.

It is the intent of this Department to amend the existing agreement to extend those services for an additional three (3) years from September 14, 2017 through September 13, 2020, without increase in fee. This amendment will allow for the successful completion of the project and the (1) year Design Engineer Operation & Maintenance monitoring period.

Please sign this memorandum signifying your approval or disapproval of this contact amendment and return this memorandum to this office.




Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Jane Houdek, Attorney for Public Works  
Loretta V. Dionisio, Assistant to Deputy Commissioner  
Edward Visone, Assistant Superintendent of Sanitary Construction  
John Domenica, Jacobs

APPROVED:

DISAPPROVED:

  
Brian J. Schneider      Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider      Date  
Deputy County Executive

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of Purchasing and Contracts  
Att: Robert Cleary, Director of Procurement Compliance

**FROM:** Department of Public Works

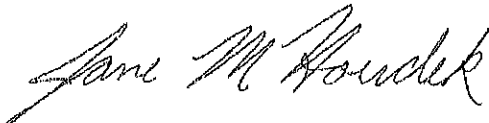
**DATE:** August 8, 2018

**SUBJECT:** Cedar Creek Effluent Screening Facility Improvements Project  
Cameron Engineering & Associates, LLP  
Agreement No. S3C067-03C  
Contract Amendment

Pursuant to your request, please be advised of the following regarding the contract between Cameron Engineering & Associates and Nassau County Department of Public Works for engineering services and the necessity for the retro-active Contract Amendment.

This amendment is for extension of time only. The delay in presenting this amendment was initially due to incomplete paperwork, and then I delayed it further because I confused your request for a retroactive memorandum for this contract with another contract. The Department's intention was to amend the contract prior to expiration of the term and initiated the process six (6) months prior to its expiration.

If you have any questions or concerns, please do not hesitate to contact me.



Jane Houdek  
Attorney for Public Works  
Department Chief Contracting Officer

JH:KGA:rp

c: Kenneth Arnold, Commissioner  
Vincent Falkowski, Deputy Commissioner  
Thomas Immerso, Sanitary Engineer II  
John Domenica, Jacobs



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

January 27, 2017

Cameron Engineering & Associates, LLP  
177 Crossways Park Drive  
Woodbury, New York 11797

Att: Mark Wagner

Re: Cedar Creek Effluent Screening Facility Improvements Project  
Extension of Time  
Agreement No. S3C067-03C

To Whom It May Concern:

The Department desires the continuation of your design services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for one (1) additional year. The new expiration date is **September 14, 2017**.

This extension of time shall be on the same terms, conditions and covenants as during the initial term.

It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Joseph L. Davenport, of my staff, at (516) 571-7508.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shila Shah-Gavnoudias".

Shila Shah-Gavnoudias, P.E.  
Commissioner of Public Works

SSG:KGA:JLD:clm

c: Kenneth G. Arnold, Assistant to Commissioner of Public Works  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Joseph N. Walker, Assistant Superintendent of Water Supply  
John Domenica, Jacobs Global Buildings North America

Contract ID#: S3C067-03C



CFPW110000012

Department: Public Works

E-125-11

**CF (Capital)****Contract Details**NIFS ID #: CFPW110000012 NIFS Entry Date: \_\_\_\_\_ SERVICE: \_\_\_\_\_ Term: from execution to 5 yrs

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSBA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

**Agency Information**

Vendor		County Department
Name Cameron Engineering & Associates, LLP	Vendor ID# 113313855	Department Contact Joseph L. Davenport Chief Sanitary Engineer
Address 100 Sunnyside Boulevard Suite 100 Woodbury, NY 11797	Contact Person Mark Wagner	Address 3340 Merrick Road Wantagh, NY 11793
	Phone 516-877-4900	Phone 516-571-7515

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS App'l (Dept. Head) <input type="checkbox"/>	6/2/11	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	6/1/11	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	6/2/11	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/2/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/2/11	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/2/11	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	7/2/11	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
6/1/11	County Attorney	NIFS Approval <input type="checkbox"/>	6/1/11	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/29/11	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/13/11	[Signature]	





## Contract Summary

<b>Description:</b> Professional Services Agreement with the environmental consulting firm Cameron Engineering & Associates, LLP [CAM].
<b>Purpose:</b> Improvements to replace equipment (circa 1990) that has exceeded its useful life and also to improve the present mode of operation of the effluent screens and associated disinfection system.
<b>Method of Procurement:</b> Request for proposals (RFP) dated December 16, 2010.
<b>Procurement History:</b> RFP documents were placed on the County website for the subject work. Five (5) firms responded with technical and cost proposals on February 11, 2011. Cameron Engineering was selected as the highest technically rated firm with the cost proposal that offers the best value.
<b>Description of General Provisions:</b> This contract covers the development of a Technical Design Report (which establishes design concepts), followed by a detailed design to include preparation of biddable and constructible contract documents. This will be followed by construction period services which encompasses product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification of successful completion, etc.
<b>Impact on Funding / Price Analysis:</b> Funding is made available from Capital Project 3C067.
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3C
Resp:	0672
Object:	000
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$
County	\$
Federal	\$
State	\$
Capital	\$ 767,000
Other	\$
<b>TOTAL</b>	<b>\$ 767,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
	PW.CSW.CSW/00002	\$ 767,000
2		\$
4		\$
6		\$
<b>TOTAL</b>		<b>\$ 767,000</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Gavin L. Lindner, Sanitary Engineer IV

Date: May 25, 2011

<b>NYS Certification</b> I certify that this document was accepted into NYS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: <i>E. Mangano</i> Date: 7/13/11 (For Office Use Only)	
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>				
Date: 7/19/11	Date: 7/28/11				
		E #:			

E-12541

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE  
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT  
OF PUBLIC WORKS AND CAMERON ENGINEERING &  
ASSOCIATES, LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7/28/11  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public  
Works, has negotiated a personal services agreement with Cameron  
Engineering & Associates, LLP for design and construction 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 agreement  
with Cameron Engineering & Associates, LLP

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Cameron Engineering & Associates, LLP, a consulting engineering firm having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, NY 11797 (the "Firm" or the "Contractor").

### 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 five (5) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, 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.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement for the Cedar Creek Water Pollution Control Plant Effluent Screening and Disinfection Facility Improvements consist of the development of a Technical Design Report (TDR), detailed design and related construction phase services. 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. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) Extra Services include but are not limited to the following, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on 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 shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed seven hundred sixty-seven thousand dollars and no cents (\$767,000.00).

(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 Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

#### 4. Ownership and Control of Work Product

##### (a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any

obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The 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 Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to

disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.



(d) The provisions of this Section shall survive the termination of this Agreement.

#### 10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the

"County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## 12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all

times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose

name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533) 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.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

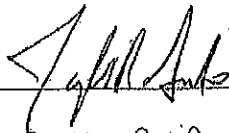
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

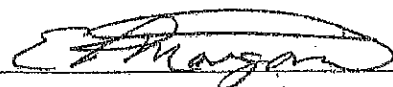
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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

CAMERON ENGINEERING & ASSOCIATES,  
LLP

By:   
Name: Joseph R. Amato, P.E.  
Title: Senior Partner  
Date: 4/26/11

NASSAU COUNTY

By:   
Name: Edward P. Mangano  
Title: County Executive  
Date: 9/14/11

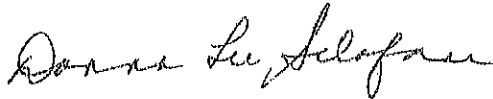
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 26<sup>th</sup> day of April in the year 2011 before me personally came Joseph R. Amato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the General Partner of Amato Engineering, 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

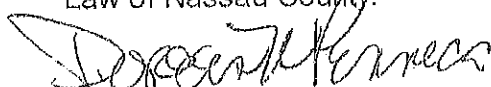
**DONNA LEE SOLAFANI**  
Notary Public, State of New York  
Registration #01905012083  
Qualified in Nassau County  
Commission Expires June 15, 2011

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 14 day of September in the year 2011 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

**JOSEPH P. MANGANO**  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2015

**EXHIBIT "A"****DETAILED SCOPE OF SERVICES****Cedar Creek Water Pollution Control Plant – Effluent Screening and Disinfection Facility  
Improvements****Basic Services of the Firm****Division A – Technical Design Report**

The Firm shall prepare a Technical Design Report (TDR) that will include, at a minimum, the following:

1. Description of existing conditions & identification of problems/issues
2. Development of alternatives and corrective solutions
3. Design criteria/basis for design
4. Life cycle cost for alternatives
5. A schedule of anticipated drawings
6. Environmental review and permitting requirements
7. Construction schedule, and
8. Preliminary construction cost estimate

While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (seven [7] copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (seven [7] copies).

The Technical Design Report shall be complete upon the written approval of the Commissioner.

All outputs will be in Word, AutoCAD and Excel compatible formats. In addition all work will be compatible to the County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

**Division B - Detailed Design Services**

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates suitable for public bidding.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be produced on material suitable for reproduction (either mylar or vellum) in order that the County may make the necessary copies of such drawings. It is



understood and agreed that, in addition to the drawings, the Firm shall prepare all necessary technical specifications as part of the construction documents, and deliver the same to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) plans and specifications for County review (eight [8] sets for each) and approval.
2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). This final detailed estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare and submit the necessary Environmental Impact Forms.
5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
  - a. New York State Department of Environmental Conservation – Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
  - b. New York State Environmental Facilities Corp. – Design Checklists, responses to comments, design certifications, etc.
  - c. Nassau County agencies – Fire Marshall and/or Health Department
  - d. Other Local agencies (Towns, Villages...)

6. Submit written responses to all County review comments.
7. Make periodic site visits as necessary for a complete understanding of the system operation.
8. Submittal of mylar or vellum bid plans and a master specification book. The County shall have the required number of sets of bid documents printed without the assistance of the Firm.
9. Review all comments and/or questions posed by prospective bidders.
10. Prepare all necessary addenda to the contract documents.
11. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
12. If requested, the Firm will provide copies of any and all design calculations.
13. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
14. In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

*The Firm shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.*

#### Division C - General Inspection Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with one (1) set of conformed mylar or vellum plans and a master specification book.

2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.

- b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

#### Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Fifteen (15) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOPs shall be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Two (2) additional copies of the SOPs shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the Firm shall provide the following services:

1. Start-Up Services.

a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period

b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:

d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the improvements to the Grit Removal Facility. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.

e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process

f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the new construction work. The Firm shall provide

recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.

h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

## 2. Training Services.

a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the construction work. This training shall be geared toward the following areas:

- i. Process theory/process control.
- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
- iii. Preventative/corrective maintenance.
- iv. Safety.
- v. Laboratory training.
- vi. "Hands-on" training.

b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.

c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

## 3. One (1) Year Project Operating Report.

a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall

performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation report for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

**EXHIBIT B****Payment Schedule****Cedar Creek Water Pollution Control Plant – Effluent Screening and Disinfection Facility Improvements**

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

**Technical Design Report (Division A)** - The Firm shall be paid a total lump sum amount of forty thousand dollars (\$40,000) as full compensation for all services associated with Division A work, as described in Exhibit A.

**Detailed Design (Division B) & Construction Related Services (Divisions C, D, & E)**  
- The Firm shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, as full compensation for all services associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The fee percentage will be determined by a straight line interpolation (the percentage shall be rounded off to two [2] decimal places) between the limits of the net construction costs as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$20,000,000 and above	5.00%
\$15,000,000	5.25%
\$10,000,000	5.50%
\$5,000,000 and below	5.75%

Until the actual cost of construction is established by the award of the construction contract(s), the Firm's fee for Divisions B, C, D and E shall be based upon the latest approved construction cost estimate. An estimated net total construction cost of **\$10,000,000** will be used as the initial basis for progress payments. Any interim adjustments to the estimated construction cost, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

When the actual cost of construction is determined, the total amount paid to the Firm for services regarding Divisions B, C, D and E, shall be adjusted to such actual cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

The Firm's fee for services regarding Divisions B, C, D and E shall be apportioned to each Division as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design (including assist during bidding)	52 %
C. General Inspection Services	35 %
D. Facility Operation and Maintenance Manual	4%
E. Facility Start-Up, Staffing and Training Services	9 %



**Partial Payments** - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner.

**Overtime** - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

**Construction Costs** - It is agreed that the net total cost of construction shall be the final total cost of the construction contract(s), including extra change order amounts, except that, in computing the total cost of construction the following items shall not be included:

- a. Fees paid to the design firm, design firm subcontractor and construction managers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- d. Work for which the Firm has already been paid such as "Extra Work."
- e. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.

In the event the Firm's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Firm shall be paid a fair and

reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

**Extra Services or Additional Costs** - If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

- a. For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175) per hour.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175) per hour.

## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any

other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding

employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

## APPENDIX "L"

## Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Joseph R. Amato, P.E., Senior Partner (Name)  
Cameron Engineering + Associates, LLP  
100 Sunnyside Blvd, Woodbury, NY 11797 (Address)  
516-827-4900 x240 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

4/26/11

Signature of Chief Executive Officer  
Senior Partner

Joseph R. Amato, P.E.  
Name of Chief Executive Officer  
Senior Partner

Sworn to before me this

26<sup>th</sup> day of April, 2011

Notary Public

Donna Lee Solafani

**DONNA LEE SOLAFANI**  
Notary Public, State of New York  
Registration #019C6012093  
Qualified in Nassau County  
Commission Expires June 15, 2011





Certified:

**U-4-21**

Filed with the Clerk of the  
Nassau County Legislature on  
October 13, 2021 2:27 PM

**NIFS ID:CQTS21000004 Department: Public Works**

**Capital:**

SERVICE: 2021-2025 STOP DWI Foundation (crackdown) grant

Contract ID #:CQTS21000004

NIFS Entry Date: 01-SEP-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Inc. Village of Lake Success</b>	Vendor ID#: [REDACTED]
Address: 318 Lakeville Road Great Neck, NY 11020	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Roseann D'Alleva
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-0525

## Routing Slip

Department	NIFS Entry: X	08-SEP-21 -- GMONTI
Department	NIFS Approval: X	08-SEP-21 -- CYANSICK
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-SEP-21 -- IQURESHI
OMB	NIFS Approval: X	11-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	08-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	08-SEP-21 -- MMISRA
CPO	Approval: X	17-SEP-21 -- PARJUNE

<b>DCEC</b>	<b>Approval: X</b>	<b>06-OCT-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>07-OCT-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>13-OCT-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.
<b>Method of Procurement:</b> The contract is funded by the NYS STOP-DWI Foundation. The enforcement component of the program includes funds for various municipalities to participate in the High Visibility Engagement Campaign program as outlined in the annual program. These are grant funds, not related to incoming fines. This allows these police departments to assign patrols specifically for DWI enforcement on these critical periods.
<b>Procurement History:</b> The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made in accordance with the yearly budget plan which is provided by the STOP-DWI Foundation. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract will provide for police overtime enforcement for DWI holiday enforcement staffing.
<b>Impact on Funding / Price Analysis:</b> Funds are 100% reimbursable and no county match is required. The maximum amount is \$11,000 over a 5 year term. Initial encumbrance is \$1,000.
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TS80					
Control:		Revenue		1	TSGRT80X2OTH/D E500	\$ 1,000.00
Resp:		Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 1,000.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 1,000.00</b>		<b>TOTAL</b>	<b>\$ 1,000.00</b>
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF LAKE SUCCESS (“VILLAGE”)

WHEREAS, the County has negotiated a personal services agreement with the Village respecting the STOP-DWI program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Village.



Nassau County Interim Finance Authority

**Contract Approval Request Form (As of January 1, 2015)**

1. **Vendor:** Inc. Village of Lake Success

2. **Dollar amount requiring NIFA approval:** \$11000

**Amount to be encumbered:** \$1000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 01/01/2021 - 12/31/2025

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

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 purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI during specific holiday periods with roving patrols and checkpoints.

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.

IQURESHI

15-SEP-21

**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**

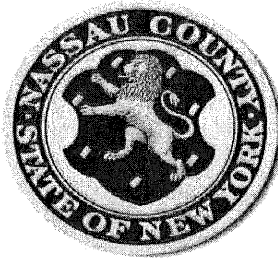
**Date**

**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.**

Jack Schnirman  
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:** Village of Lake Success

**CONTRACTOR ADDRESS:** 318 Lakeville Road, Great Neck, NY 11020

**FEDERAL TAX ID #:** 11-6000847

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*Roseann D'Alleva*

Department Head Signature

08/31/21

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.



LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Jack Schnirman  
Nassau County Comptroller**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Contractor Selection – STOP DWI Foundation**

With regards to Section V of the submitted Comptroller Approval Form for the Village of Lake Success Contract for STOP DWI enforcement, the vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee. I have included the Budget Page for the submitted 2021 Plan.

If you should have any additional questions, please contact me at 571-0525.

### ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Nassau County Police Department	\$ 160,000.00	
Nassau County Police Department (crackdown)	\$ 23,000.00	
Freeport Police Department	\$ 11,000.00	
Garden City Police Department	\$ 10,000.00	
Garden City Police Department (crackdown)	\$ 6,000.00	
Glen Cove Police Department	\$ 10,000.00	
Glen Cove Police Department (crackdown)	\$ 6,000.00	
Hempstead Police Department	\$ 9,000.00	
Long Beach Police Department	\$ 10,000.00	
Long Beach Police Department (crackdown)	\$ 7,500.00	
Lynbrook Police Department	\$ 6,000.00	
Old Brookville Police Department	\$ 5,000.00	
Old Westbury Police Department	\$ 9,000.00	
Old Westbury Police Department (crackdown)	\$ 7,500.00	
Port Washington Police Department	\$ 5,000.00	
Rockville Centre Police Department	\$ 9,000.00	
Floral Park Police Department	\$ 3,500.00	
Lake Success Police Department	\$ 2,500.00	
TOTAL	\$ 300,000.00	\$ 0.00

\*Subtotal (A) is the overtime funding for each agency

\*\*Subtotal (B) is the equipment amount for each agency

## Previous

## Next

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Lake Success

Address: 318 Lakeville Road

City: Great Neck State/Province/Territory: NY Zip/Postal Code: 11020

Country: US

2. Entity's Vendor Identification Number: 116000847

3. Type of Business: Other (specify) Government Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded 2022-21 Board of Trustees.docx

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

We are a govt. municipality

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Patrick Farrell [VLSADMIN@OPTONLINE.NET]

Dated: 04/20/2021 10:24:35 AM

Title: Administrator

**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.

Inc. Village of Lake Success – Board of Trustees 2020-2021

Adam C. Hoffman – Mayor, [REDACTED]

David N. Milner – Deputy Mayor- [REDACTED]

Robert Gal – Trustee, [REDACTED]

Spyro Dimitratos – Trustee – [REDACTED]

Fred Handsman – Trustee – [REDACTED]

Eugene Kaplan – Trustee- [REDACTED]

Lawrence Farkas – Trustee – [REDACTED]

### CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) the Incorporated Village of Lake Success, having its principal office at 318 Lakeville Road, Great Neck, New York 11020 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State STOP-DWI Foundation, Inc., to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires 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;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services"). The Services shall be provided on the New York State STOP-DWI Enforcement Crackdown dates as specified by the New York State STOP-DWI Foundation, Inc. annually.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of One Thousand Dollars (\$1,000.00) for the first Agreement year (the period of January 1, 2021 through December 31, 2021), to be used solely for police officer salaries respecting the enforcement of Section 1192. The amount to be paid to the Contractor for subsequent Agreement years will be determined by the amount awarded, if any, to the County by the STOP-DWI Foundation, Inc. for the Services.  
  
(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be One Thousand Dollars (\$1,000.00), for the first Agreement year. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.  
  
(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his

or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The



Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a

Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and

the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC  
**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate

termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included

- with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
  - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
  - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
  - f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
  - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
  - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
  - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

#### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the



[Remainder of Page Intentionally Left Blank.]                      IN WITNESS  
WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

By: Joseph Gardella  
Name: Joseph Gardella  
Title: Chief  
Date: 4/20/21

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

STATE OF NEW YORK)  
                                )ss.:  
COUNTY OF NASSAU )

Ann Marie Smeoli  
NOTARY PUBLIC

STATE OF NEW YORK)

following:

1. The chief executive officer of the Contractor is:

Chief Joseph Gardella  
(Name)  
15 Vanderbilt Dr Lake Success, NY (Address)  
516-482-4600 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/20/21

Dated

Joseph Gardella

Signature of Chief Executive Officer

Chief Joseph Gardella

Name of Chief Executive Officer

Sworn to before me this

20 day of April, 2021.

Ann Marie Simeoli

Notary Public

ANN MARIE SIMEOLI  
Notary Public-State of New York  
No. 01S18395056  
Qualified in Nassau County  
Commission Expires 07/22/2023

## Appendix A

### Program Budget

January 1, 2021 through December 31, 2021 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$2,500.00
January 1, 2022 through December 31, 2022 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$2,500.00
January 1, 2023 through December 31, 2023 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$2,500.00
January 1, 2024 through December 31, 2024 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$2,500.00
January 1, 2025 through December 31, 2025 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$2,500.00

LAURA CURRAN  
COUNTY EXECUTIVE



Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Robert Cleary  
Director of Procurement Compliance**

**FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Village of Lake Success Police Department, CQTS  
STOP DWI Foundation**

**The contact was delayed due to late receipt of the signed contract document.**



Certified:

**U-5-21**

Filed with the Clerk of the Nassau  
County Legislature on October  
13, 2021 2:37pm

**NIFS ID: CQTS21000001      Department: Public Works**

**Capital:**

SERVICE: 2021-2025 STOP DWI grant

Contract ID #: CQTS21000001

NIFS Entry Date: 14-JUL-21

Term: from 01-JAN-21 to 31-DEC-25

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Village of Floral Park</b>	Vendor ID#: <b>116000840</b>
Address: One Floral Boulevard  Floral Park, NY 11002	Contact Person: Rosaleen Shea
	Phone: 516) 326-6300

<b>Department:</b>
Contact Name: Roseann D'Alleva
Address: 1194 Prospect Ave  Westbury, NY 11590
Phone: 516-571-0525

## Routing Slip

Department	NIFS Entry: X	31-AUG-21 -- RD'ALLEVA
Department	NIFS Approval: X	31-AUG-21 -- RD'ALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-SEP-21 -- CNOLAN
OMB	NIFS Approval: X	02-SEP-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	31-AUG-21 -- AAMATO
County Atty.	Approval to Form: X	31-AUG-21 -- DMCDERMOTT
CPO	Approval: X	13-SEP-21 -- PARJUNE
DCEC	Approval: X	21-SEP-21 -- RCLEARY

Dep. CE	Approval: X	21-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	13-OCT-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.
<b>Method of Procurement:</b> The contract is funded by the Nassau County STOP-DWI Grant Program. The enforcement component of the program includes funds for various municipalities to participate in the enforcement program as outlined in the annual program outlined by the state. All fine monies collected from all persons arrested for DWI/DWAI infractions that are processed in the county are returned to the Traffic Safety Board to be utilized for this program. These contracts share the revenue as outlined by the state with the villages and cities to bolster enforcement efforts throughout the county.
<b>Procurement History:</b> The county has a history of cooperating with the village and city municipalities to engage in highway safety programs. The county contracts with the municipality. All proposed expenditures are made according to the STOP-DWI Annual Plan that is approved by the Commissioner of the Department of Motor Vehicles. Each contract contains a line item program budget and proposed expenditures are made in accordance with that budget plan which is approved by both the county and the municipality. All expenses are 100% reimbursable.
<b>Description of General Provisions:</b> The contract will provide for police overtime enforcement for DWI enforcement, and equipment and/or training that may improve the county's enforcement efforts in the DWI /DWAI detection and arrest processing areas.
<b>Impact on Funding / Price Analysis:</b> Funds are 100% reimbursable and no county match is required. The maximum amount is \$17,5000 for a a 5 year term. Initial encumbrance is \$3,500.
<b>Change in Contract from Prior Procurement:</b> No change
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TSGRT81	Revenue		1	TSGRT8100OTH/D E500	\$ 3,500.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 3,500.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 3,500.00		TOTAL	\$ 3,500.00
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF COUNTY TRAFFIC SAFETY AND  
INCORPORATED VILLAGE OF FLORAL PARK

WHEREAS, the County has negotiated a personal services agreement  
with the Incorporated Village of Floral Park respecting the STOP-DWI  
program, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with the Incorporated Village of Floral Park.





**Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor:** Village of Floral Park

**2. Dollar amount requiring NIFA approval:** \$17500

**Amount to be encumbered:** \$3500

This is a New

If new contract - \$ amount should be full amount of contract

If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: 5 years**

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

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 purpose of the contract is to provide funding for police enforcement of STOP DWI laws in an effort to reduce crashes and roadway injuries and fatalities caused by DWI.

**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.

CNOLAN

03-SEP-21

**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.**

Jack Schnirman  
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:** Inc. Village of Floral Park

**CONTRACTOR ADDRESS:** 1 Floral Blvd, Floral Park, NY 11001

**FEDERAL TAX ID #:** 116000840

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*Rosann DALLAVA*

Department Head Signature

07/6/21

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.

LAURA CURRAN  
COUNTY EXECUTIVE



COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD  
1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

Vacant  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

TO: Jack Schnirman  
Nassau County Comptroller

FROM: Roseann D'Alleva  
Deputy Commissioner, Nassau County Department of Public Works

SUBJECT: Contractor Selection – STOP DWI

With regards to Section V of the submitted Comptroller Approval Form for the Village of Floral Park Contract for STOP DWI enforcement, the vendor was selected through a State STOP DWI Program grant. This grant allocates funding to Police Departments in Nassau County as listed in an Annual STOP DWI Plan, submitted, and approved by the New York State Governor's Traffic Safety Committee. I have included the Budget Page for the submitted 2021 Plan.

If you should have any additional questions, please contact me at 571-0525.

**ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET**

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Nassau County Police Department	\$ 160,000.00	
Nassau County Police Department (crackdown)	\$ 23,000.00	
Freeport Police Department	\$ 11,000.00	
Garden City Police Department	\$ 10,000.00	
Garden City Police Department (crackdown)	\$ 6,000.00	
Glen Cove Police Department	\$ 10,000.00	
Glen Cove Police Department (crackdown)	\$ 6,000.00	
Hempstead Police Department	\$ 9,000.00	
Long Beach Police Department	\$ 10,000.00	
Long Beach Police Department (crackdown)	\$ 7,500.00	
Lynbrook Police Department	\$ 6,000.00	
Old Brookville Police Department	\$ 5,000.00	
Old Westbury Police Department	\$ 9,000.00	
Old Westbury Police Department (crackdown)	\$ 7,500.00	
Port Washington Police Department	\$ 5,000.00	
Rockville Centre Police Department	\$ 9,000.00	
Floral Park Police Department	\$ 3,500.00	
Lake Success Police Department	\$ 2,500.00	
TOTAL	\$ 300,000.00	\$ 0.00

\*Subtotal (A) is the overtime funding for each agency

\* \* Subtotal (B) is the equipment amount for each agency

[Previous](#)

## Next

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Inc. Village of Floral Park

Address: One Floral Blvd

City: Floral Park State/Province/Territory: NY Zip/Postal Code: 11001

Country: US

2. Entity's Vendor Identification Number: 11-6000840

3. Type of Business: Other (specify) Local government

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):

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

*No shareholders, members, or partners have been attached to this form.*

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.

Inc. Village of Floral Park Police Department

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.



(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Gerard M. Bambrick [GBAMBRICK@FPVILLAGE.ORG]

Dated: 08/31/2021 11:40:58 AM

Title: Village Administrator-Treasurer

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Inc. Village of Floral Park  
One Floral Blvd  
Floral Park, New York

Kevin Fitzgerald, Mayor

Dr. Lynn Pombonyo, Deputy Mayor/Trustee

Archie Cheng, Esq., Trustee

Frank Chiara, Trustee

Jennifer Stewart, Trustee

Gerard Bambrick, Village Administrator- Treasurer

June 1, 2021

Trustee Stewart offered Resolution No. 2021-116 to authorize the Mayor or Village Administrator to sign the Agreement with the Nassau County Traffic Safety Board wherein the Village will be awarded \$3,500.00 covering each year beginning January 1, 2021 through December 31, 2025 to be used solely for police officer salaries for increased police enforcement of Section 1192 of the NYS Vehicle & Traffic Law which prohibits the operation of a motor vehicle while under the influence of alcohol or drugs.

The Resolution was seconded by Trustee Pombonyo and adopted on roll call as follows:

Trustee Pombonyo	- Aye
Trustee Cheng	- Aye
Trustee Chiara	- Aye
Trustee Stewart	- Aye
Mayor Fitzgerald	- Aye

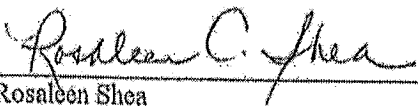
STATE OF NEW YORK     )  
                                      :SS.:  
COUNTY OF NASSAU     )

I, the undersigned, Deputy Village Clerk, of the Incorporated Village of Floral Park

DO HEREBY CERTIFY

That I have compared the above extract of the minutes of the Regular Board of Trustees Meeting of said Village, in which this declaration is contained therein, held on June 1, 2021 with the original thereof on file in the Village Clerk's office, and the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matter therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Village this 22<sup>nd</sup> day of June, 2021.

  
\_\_\_\_\_  
Rosaleen Shea  
Deputy Village Clerk

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Incorporated Village of Floral Park, having its principal office at 1 Floral Blvd. Floral Park, NY 11001 (the "Contractor").

### WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires 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;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00) per Agreement year, for a total sum of Seventeen Thousand Five Hundred Dollars (\$17,500.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.  
(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").  
(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.  
(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,

and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification: Defense: Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance



carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability: Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

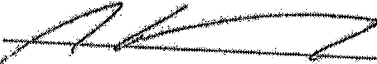
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Floral Park

By: 

Name: Gerard M. Bambrick

Title: Village Administrator

Date: June 11, 2021

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NASSAU )

On the 11<sup>th</sup> day of June in the year 2021 before me personally came Gerard M. Barnorick to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Village Administrator of Moral Park Village, 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

Notary Public, State of New York  
No. 318629880  
Qualified in Nassau County  
Commission Expires March 17, 2022

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction.



recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Gerard Bambrick, Village Administrator-Treasurer (Name)

The Village of Floral Park, 1 Floral Blvd FP NY 11001 (Address)

516-326-6300 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor            has   x   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action            has   x   has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 11, 2021

Dated

  
Signature of Chief Executive Officer

Village Clerk - Administrator Gerard Bambrick  
Name of Chief Executive Officer

Sworn to before me this

11<sup>th</sup> day of June, 2021.

Rosaleen O'Shea  
Notary Public

ROSALEEN O'SHEA  
Notary Public, State of New York  
No. 01SH6298504  
Qualified in Nassau County  
Commission Expires March 17, 2022

## Appendix A

### Program Budget

January 1, 2021 through December 31, 2021 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$3,500.00
January 1, 2022 through December 31, 2022 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$3,500.00
January 1, 2023 through December 31, 2023 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$3,500.00
January 1, 2024 through December 31, 2024 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$3,500.00
January 1, 2025 through December 31, 2025 Salaries for police enforcement of Section 1192 of the NYS Vehicle and Traffic Law	\$3,500.00

LAURA CURRAN  
COUNTY EXECUTIVE



**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

Vacant  
CHAIRMAN

**CHIEF KEVIN G. CANAVAN**  
FIRST VICE CHAIRMAN

**COMMISSIONER  
KENNETH JACKSON**  
SECOND VICE CHAIRMAN

**CYNTHIA BROWN**  
SECRETARY

**TO: Robert Cleary**  
**Director of Procurement Compliance**

**FROM: Roseann D'Alleva**  
**Deputy Commissioner, Nassau County Department of Public Works**

**SUBJECT: Village of Floral Park Police Department, CQTS**  
**STOP DWI/Traffic Safety Contracts**

**The contact was delayed due to late receipt of the signed contract document.**

# **NASSAU COUNTY LEGISLATURE**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**OCTOBER 25, 2021 1:00 PM**

**Richard Nicoletto – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**



<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-146-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE CITY OF LONG BEACH (“LONG BEACH”) E-146-21
<b>E-147-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF OLD WESTBURY (“VILLAGE”) E-147-21
<b>E-148-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF GARDEN CITY (“VILLAGE”) E-148-21
<b>E-149-21</b>	<b>CL</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY CLERK, AND AVENU ENTERPRISE SOLUTIONS, LLC. E-149-21
<b>E-151-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> 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 CAMERON ENGINEERING & ASSOCIATES, LLP. E-151-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>U-4-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS, AND THE INCORPORATED VILLAGE OF LAKE SUCCESS (“VILLAGE”) U-4-21
<b>U-5-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF COUNTY TRAFFIC SAFETY AND INCORPORATED VILLAGE OF FLORAL PARK. U-5-21
			<b><u>THE FOLLOWING ITEMS MAY BE UNTABLED</u></b>
<b>B-3-20</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. 2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
<b>E-77-20</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, TO EXECUTE A LICENSE AND OPERATING AGREEMENT WITH NASSAU EQUESTRIAN CENTER AT OLD MILL, INC. E-77-20
<b>E-79-20</b>	<b>PK</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND COLISEUM KITCHEN INC. E-79-20

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-134-20</b>	<b>TR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 TREASURER’S OFFICE AND ALBRECHT, VIGGIANO, ZURECK & COMPANY P.C. E-134-20
<b>A-10-21</b>	<b>PR</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND AMERICAN RECREATIONAL PRODUCTS (RY-LECIA CORP.) A-10-21
<b>E-30-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND ADOPT A HIGHWAY MAINTENANCE CORPORATION OF NEW YORK. E-30-21
<b>E-33-21</b>	<b>DA</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 DISTRICT ATTORNEY’S OFFICE, AND HISPANIC COUNSELING CENTER, INC. (“HCCI”). E-33-21
<b>E-41-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DEBRUIN ENGINEERING P.C. E-41-21

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-99-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND D & B ENGINEERS AND ARCHITECTS P.C. E-99-21
<b>E-101-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND JACKSON LEWIS P.C. E-101-21
<b>E-126-21</b>	<b>AT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND KNOWLEDGE BUILDERS, INC. E-126-21
<b>E-130-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. -2021</u></b> 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 LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, P.C. E-130-21
<b>E-136-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO.-2021</u></b> 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 TETRA TECH, INC. E-136-21
<b>E-138-21</b>	<b>IT</b>	<b>R</b>	<b><u>RULES RESOLUTION NO.-2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND NEW WAVE PEOPLE INC. (“NEW WAVE”). E-138-21

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-142-21	PW	R	<b><u>RULES RESOLUTION NO. -2021</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND ASHBRIIT, INC. E-142-21

# **NASSAU COUNTY LEGISLATURE**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE ADDENDUM**

**OCTOBER 25, 2021 1:00 PM**

**Richard Nicoletto – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
<b>E-150-21</b>	<b>PW</b>	<b>R</b>	<b><u>RULES RESOLUTION NO. – 2021</u></b> 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 GREENMAN – PEDERSEN, INC. E-150-21

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NASSAU COUNTY LEGISLATURE

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RICHARD NICOLELLO

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PRESIDING OFFICER

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RULES COMMITTEE

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LEGISLATOR RICHARD NICOLELLO

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CHAIR

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Theodore Roosevelt Building

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1550 Franklin Avenue

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Mineola, New York

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Monday, October 25, 2021

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2:37 P.M.

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2     A P P E A R A N C E S :

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4     LEGISLATOR RICHARD NICOLELLO

5                     Chair

6

7     LEGISLATOR HOWARD KOPEL

8                     Vice Chair

9

10    LEGISLATOR STEVEN RHOADS

11

12    LEGISLATOR LAURA SCHAEFER

13

14    LEGISLATOR KEVAN ABRAHAMS

15                     Ranking member

16

17    LEGISLATOR DELIA DERIGGI-WHITTON

18

19    LEGISLATOR SIELA BYNOE

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1 Rules - 10-25-21

2 LEGISLATOR NICOLELLO: Start with  
3 the Rules Committee. We are going to call the  
4 Rules Committee to order. Mike, do you want  
5 to call the roll?

6 MR. PULITZER: Thank you  
7 Presiding Officer. Rules Committee roll  
8 call. Legislator Siela Bynoe.

9 LEGISLATOR BYNOE: Here.

10 MR. PULITZER: Legislator Delia  
11 DeRiggi-Whitton.

12 LEGISLATOR DERIGGI-WHITTON:  
13 Here.

14 MR. PULITZER: Ranking Member  
15 Kevan Abrahams.

16 LEGISLATOR ABRAHAMS: Here.

17 MR. PULITZER: Legislator Laura  
18 Schaefer.

19 LEGISLATOR SCHAEFER: Here.

20 MR. PULITZER: Legislator Steven  
21 Rhoads.

22 LEGISLATOR RHOADS: Present.

23 MR. PULITZER: Vice Chairman  
24 Howard Kopel.

25 LEGISLATOR KOPEL: Here.

1 Rules - 10-25-21

2 MR. PULITZER: Chairman Richard  
3 Nicolello.

4 LEGISLATOR NICOLELLO: Here.

5 MR. PULITZER: We have a quorum  
6 sir.

7 LEGISLATOR NICOLELLO: Thank  
8 you. We have a number of contracts on the  
9 calendar and an addendum to cover today. The  
10 main items on the main agenda E-146, E-147,  
11 E-148, E-149, E-151, U-4 and U-5 of 2021.  
12 These are resolutions authorizing the county  
13 executive to execute personal service  
14 agreements or amendments to personal service  
15 agreements between the county and the City of  
16 Long Beach, the Incorporated Village of Old  
17 Westbury, Village of Garden City, Avenue  
18 Enterprise Solutions, Cameron Engineering and  
19 Associates, Incorporated Village of Lake  
20 Success, the Village of Floral Park.

21 Motion by Minority Leader  
22 Abrahams. Seconded by Deputy Presiding  
23 Officer Kopel. Those items are before the  
24 Rules Committee. Need a motion to table  
25 E-151 of 2021 with respect to Cameron

1 Rules - 10-25-21

2 Engineering as the inspector general has not  
3 yet completed her investigation. Motion by  
4 Legislator Bynoe. Seconded by Legislator  
5 Rhoads. All in favor of tabling E-151 signify  
6 by saying aye. Those opposed? That item is  
7 tabled.

8 I'm going to call the county  
9 clerk's item first since there is only one  
10 item there. E-149 of 2021. Anyone from the  
11 county clerk's office?

12 MR. BUTLER: Good afternoon.  
13 John Butler, fiscal officer for Nassau County  
14 Clerk Maureen O'Connell's office.

15 Item E-149-21 is a contract for  
16 software that runs the electronic document  
17 management system at our office. An RFP was  
18 posted on the county's procure website on  
19 10-26-20. 349 potential proposers were  
20 notified of this posting of which 49  
21 downloaded it and three proposals were  
22 received by our office. The Avenu was  
23 selected by our evaluation committee after two  
24 rounds of scoring. Some delays occurred when  
25 negotiating the contract terms with this

1 Rules - 10-25-21

2 vendor, in addition to our office needing a  
3 board transfer of funds in order to post it.

4 This contract is a revenue positive  
5 for the county and our office was able to  
6 negotiate improved terms with the vendor  
7 whereby by 100 percent of all online revenue  
8 generated goes to the county and the previous  
9 revenue share was a 90-10 split. Annual  
10 recurring revenue is approximately a million  
11 dollars a year to the county's bottom line.

12 LEGISLATOR NICOLELLO: What does  
13 the vendor do?

14 MR. BUTLER: The vendor has the  
15 license for the software that operates the --  
16 basically everything in our office to be --  
17 the documents to be electronic.

18 LEGISLATOR KOPEL: So, first of  
19 all, how is this revenue positive?

20 MR. BUTLER: There's a website,  
21 US Land Records dot com, where people have the  
22 ability to go to and they can get deeds or  
23 mortgage information from the site. There are  
24 fees that are charged there that the county  
25 earns 100 percent on.

1 Rules - 10-25-21

2 LEGISLATOR KOPEL: And you don't  
3 download for free?

4 MR. BUTLER: I'm sorry?

5 LEGISLATOR KOPEL: The downloads  
6 are not free.

7 MR. BUTLER: They're not free.

8 LEGISLATOR KOPEL: Aren't they  
9 free pretty much everywhere else?

10 MR. BUTLER: I don't believe so.  
11 If your intent is to print them there's a  
12 certain convenience fee that charged. I  
13 believe it's 65 cents.

14 LEGISLATOR KOPEL: Per document?  
15 Per page?

16 MR. BUTLER: Per page.

17 LEGISLATOR KOPEL: Sounds a  
18 little bit high. Sounds also a little bit  
19 unusual.

20 MR. BUTLER: Unusual? I think  
21 it's cutting edge.

22 LEGISLATOR KOPEL: We've got  
23 software now that does it. Do we charge now?

24 MR. BUTLER: If they want to come  
25 to our office --

1 Rules - 10-25-21

2 LEGISLATOR KOPEL: No. I mean  
3 the current system where you go online and  
4 print things.

5 MR. BUTLER: If you were to  
6 download and want to print certain things  
7 there will be fees associated with them yes.  
8 And those fees are actually something aside  
9 from the website. They come to our office  
10 those fees are generally mandated by the state  
11 or county.

12 LEGISLATOR KOPEL: How is this  
13 new software different than whatever you're  
14 now?

15 MR. BUTLER: It's the same  
16 vendor. The software is the same. It's a new  
17 contract with that vendor.

18 LEGISLATOR KOPEL: Essentially  
19 it's maintenance then?

20 MR. BUTLER: Pretty much.

21 LEGISLATOR KOPEL: How were you  
22 able to bid it out if it's --

23 MR. BUTLER: We did an RFP.

24 LEGISLATOR KOPEL: An RFP for  
25 different systems.

1 Rules - 10-25-21

2 MR. BUTLER: I'm sorry?

3 LEGISLATOR KOPEL: The RFP would  
4 have been for different systems altogether?

5 MR. BUTLER: No. It's for the  
6 same system that was in place. The terms of  
7 the old contract were improved with this new  
8 contract.

9 LEGISLATOR KOPEL: I'm saying if  
10 you would have had another vendor would you  
11 not have had to change systems?

12 MR. BUTLER: We would have had to  
13 change systems, yes.

14 LEGISLATOR KOPEL: Thank you.

15 LEGISLATOR NICOLELLO: Legislator  
16 DeRiggi-Whitton.

17 LEGISLATOR DERIGGI-WHITTON: I  
18 know that there have been some issues with  
19 fraud, possible fraud around the deeds. Do  
20 you know if this addresses any of those  
21 issues?

22 MR. BUTLER: It does. One of the  
23 software enhancements was actually implemented  
24 during the old contract. It was a property  
25 fraud system that we have in here as well. So



1 Rules - 10-25-21

2 this vendor does have specific software to  
3 address that.

4 LEGISLATOR DERIGGI-WHITTON:

5 Thank you.

6 LEGISLATOR NICOLELLO: Any other  
7 questions? Thank you John. The next  
8 contracts are with public works.

9 MR. ARNOLD: Ken Arnold, Public  
10 Works. E-146, 147, and 148 are traffic safety  
11 contracts for the crackdown grants associated  
12 with DWI. They are with the villages of Long  
13 Beach, Old Westbury and Garden City  
14 respectively.

15 LEGISLATOR NICOLELLO: Any  
16 questions on these three contracts? No? Go  
17 to the other two.

18 MR. ARNOLD: U-4 and U-5 are also  
19 contracts on DWI. U-4 is with Lake Success.  
20 That is also a crackdown grant. And U-5 is  
21 the Floral Park DWI multiyear grant for the  
22 same program but not crackdown. Just their  
23 normal program.

24 LEGISLATOR NICOLELLO: Any  
25 questions for Mr. Arnold? Thank you. Any

1 Rules - 10-25-21

2 public comment on these contracts?

3 MS. MEREDAY: My questions again  
4 have to do with the fact that in this day and  
5 time, 2021, and I'm still seeing some of the  
6 same names with these contracts. We got  
7 vendors that have licensing for software that  
8 involves public and private information.  
9 Where is the representation classification as  
10 it pertains to this is a minority-owned  
11 business, this is a veteran-owned business?  
12 Where are the guarantees to people of color  
13 who live in these communities? These small  
14 businesses that are not getting any bids  
15 here?

16 The current county executive brags  
17 about the increase of number of registration  
18 of minority women businesses listed on the  
19 books. Being listed on the books and not  
20 having a contract and not getting any  
21 involvement with the supply and diversity is  
22 not helping anybody to pay bills, to create  
23 any jobs in these devastated communities.  
24 Where, as my colleague and friend Pearl Jacobs  
25 said, the roads are already jacked up. But we

1 Rules - 10-25-21

2 still have minority contractors who can fix  
3 those roads if they can get involved in the  
4 bid and get a contract.

5 When am I ever going to see in this  
6 county, within this state that there is a  
7 vendor who is a service disabled or minority  
8 and women-owned business listed in these  
9 documents that we spend so much money with  
10 somebody to produce and to print? How many  
11 ways, how many times, how many formats, how  
12 many platforms?

13 People talk about inclusion and  
14 diversity and equity but we're still missing  
15 the boat. We have empty businesses along the  
16 alleged main streets. Maybe it's not in Glen  
17 Cove. Maybe it's not in Great Neck. But in  
18 communities like the town I was born and  
19 raised in, in Roosevelt, and proud to say that  
20 I'm a Roosevelt Roughrider. In the town that  
21 I live in now, Baldwin, we got more 7-11s that  
22 are open than actual businesses.

23 Again, how many ways? I don't want  
24 to distract anybody from going on your  
25 Facebook page or answering a campaign promise

1 Rules - 10-25-21

2 or looking at a resume for another friend or  
3 relative. Because if we did a family tree in  
4 Nassau County, if we actually looked at the  
5 in-laws and the out-laws. When Newsday is  
6 actually going to investigate what is  
7 happening with the COVID funding that was  
8 supposed to be used for emergencies and  
9 transport services that did not go to  
10 veterans, did not go to seniors, did not go to  
11 people of color. It's enough already. It is  
12 enough.

13 Martin Luther King's famous  
14 speech. How long? Not long. It's still too  
15 long. And the time period is long enough.  
16 When are we going to see anything different?  
17 When? I'm asking. Is this county ever going  
18 to implement and enforce the practices that we  
19 stand up in front of that pledge. One nation  
20 under God indivisible with liberty and justice  
21 for all. When?

22 LEGISLATOR NICOLELLO:

23 Mr. McKenna.

24 MR. MCKENNA: Kevin McKenna, Edna  
25 Drive, Syosset, New York.

1 Rules - 10-25-21

2 Meredith, don't worry. Town of  
3 Oyster Bay News has about 12 investigative  
4 reports going on right now and you will never  
5 ever see this information in Newsday or News  
6 12. I actually invited News 12 here today to  
7 hear my statement. They told me that they  
8 were coming and as you can see there's nobody  
9 here from News 12 because they protect the  
10 corrupt politicians. Both Newsday and News 12  
11 protect the corrupt politicians. And Town of  
12 Oyster Bay News, that has 15,600 followers  
13 right now, that is being followed by Nassau  
14 County widely -- I hear you guys are learning  
15 a lot of information from me Mr. Nicolello but  
16 you won't let me stand on the side where you  
17 told me the press stands.

18 LEGISLATOR NICOLELLO: You need  
19 to speak to the contracts that are at issue.  
20 You making a statement.

21 MR. MCKENNA: As far as the  
22 contract at issue with my two minutes left --

23 LEGISLATOR NICOLELLO: Yes the  
24 contracts at issue.

25 MR. MCKENNA: And this is a

1 Rules - 10-25-21

2 contractor issue. I stated before in my  
3 statement and I cannot believe --

4 LEGISLATOR NICOLELLO: These are  
5 contracts for DWI services with villages.

6 MR. MCKENNA: I cannot believe  
7 that before with the statement I made I cannot  
8 believe that not one of you legislators had a  
9 question to any of my comments and my  
10 statement. Hopefully, you're going to do  
11 something to help the public corruption unit  
12 investigate your illegal civil service  
13 department.

14 As far as the contract, as I said  
15 before, the Nassau County forfeiture fund is  
16 giving out a lot of contracts.

17 LEGISLATOR NICOLELLO: These are  
18 DWI grants to villages sir.

19 MR. MCKENNA: I'm getting to  
20 that.

21 LEGISLATOR NICOLELLO: I want you  
22 to get to it now. Otherwise your comments are  
23 out of order.

24 MR. MCKENNA: As far as minority  
25 awarded contracts --

1 Rules - 10-25-21

2 LEGISLATOR NICOLELLO: These are  
3 contracts with villages for DWI.

4 MR. MCKENNA: You need to get  
5 that asset forfeiture fund audited to see if  
6 any minority contracts were given out from  
7 Patrick Ryder's cell phone. Thank you very  
8 much.

9 LEGISLATOR NICOLELLO: All  
10 right. All in favor of the contracts signify  
11 by saying aye. Those opposed? Carries  
12 unanimously.

13 We have one item on the addendum.  
14 We need a motion to suspend the rules. Moved  
15 by Legislator Rhoads. Seconded by Legislator  
16 Schaefer. All in favor of suspending the  
17 rules signify by saying aye. Those opposed?  
18 Carries unanimously. Rules are suspended.

19 E-150 of 2021 is a resolution  
20 authorizing the county executive to execute a  
21 personal services agreement between the county  
22 and Greenman Pedersen, Inc.

23 Moved by Legislator  
24 DeRiggi-Whitton. Seconded by Legislator  
25 Schaefer.

1 Rules - 10-25-21

2 MR. ARNOLD: Ken Arnold, Public  
3 Works. This is a design contract for phase  
4 ten traffic signal expansion. It's for  
5 various locations throughout the county. We  
6 have received three bids from design firms.  
7 GP was the lowest responsible bid. They have  
8 15 percent MWBE component to their contract.

9 LEGISLATOR NICOLELLO: Can you  
10 tell me just a little bit about this? There's  
11 a message board reference in here. Can you  
12 tell me what that is?

13 MR. ARNOLD: The department put  
14 out this RFP before we had the discussion on  
15 the message board issue. So it's a legacy  
16 item. We will take that to the consultant and  
17 there will be no message boards unless we come  
18 back to this body and discuss it. But it is  
19 included as part of the design service and our  
20 intention is not to put these in. If  
21 something comes up that we feel like there's  
22 really an obligation to discuss it with you  
23 we'll do that beforehand.

24 LEGISLATOR NICOLELLO: I  
25 appreciate that. Legislator DeRiggi-Whitton.



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2 LEGISLATOR DERIGGI-WHITTON: Do  
3 you mind just mentioning what areas this  
4 entails, this contract?

5 MR. ARNOLD: Sure. It's Forest  
6 Avenue, Glen Cove, Glen Cove Avenue, Franklin  
7 Avenue, Valley Stream Malverne, Willis and  
8 Mineola Avenues, New Hyde Park Road and  
9 Franklin Avenue in Valley Stream and Franklin  
10 Square.

11 LEGISLATOR DERIGGI-WHITTON:  
12 Thank you.

13 LEGISLATOR NICOLELLO: Any  
14 further debate or discussion? Any public  
15 comment on this specific item? Hearing none,  
16 all in favor signify by saying aye. Those  
17 opposed? Carries unanimously. Contracts have  
18 been adopted.

19 Make a motion to adjourn. Moved by  
20 Legislator Rhoads. Seconded by Legislator  
21 Schaefer. All in favor of adjourning signify  
22 by saying aye. We are adjourned.

23 (Committee adjourned at 2:54 p.m.)

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CERTIFICATION

I, FRANK GRAY, a Notary  
Public in and for the State of New  
York, do hereby certify:

THAT the foregoing is a true and  
accurate transcript of my stenographic  
notes.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 1st day of  
November, 2021.

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FRANK GRAY