

E-113-18

NIFS ID:CFPW18000010 Department: Public Works

Capital: X

SERVICE: Downtown Hicksville Revitalization Traffic Impact & Com

Contract ID #:CFPW18000010 NIFS Entry Date: 13-AUG-18 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) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: NV5 New York-Engineers, Architects, Landscape Architects & Surveyors	Vendor ID#: 13-2849354
Address: 572 Walt Whitman Road, Melville, NY 11747	Contact Person: Stephen Normandin, P.E.
	Phone: (631)-891-3200

Department:	
Contact Name: Sean Sallie	
Address: 1194 Prospect Ave. Westbury NY 11590	
Phone: 516-571-9342	

Routing Slip

Department	NIFS Entry: X	16-AUG-18 -- LDIONISIO
Department	NIFS Approval: X	22-AUG-18 -- RDALLEVA
DPW	Capital Fund Approved: X	22-AUG-18 -- RDALLEVA
OMB	NIFA Approval: X	29-AUG-18 -- APERSICH
OMB	NIFS Approval: X	22-AUG-18 -- JDEVITO1
County Atty.	Insurance Verification: X	22-AUG-18 -- AAMATO
County Atty.	Approval to Form: X	27-AUG-18 -- MMISRA

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2018 SEP 26

Dep. CE	Approval: X	26-SEP-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	20-SEP-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Purpose: The Firm shall provide Planning and Engineering Services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay, New York. This project is funded through the New York Metropolitan Transportation Council's (NYMTC) Unified Planning Work Program (UPWP).
Method of Procurement: Request for Proposal (RFP)
Procurement History: The Contract was negotiated after a written request for proposals (RFP) was issued on October 23, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter and by publication on the County procurement website. Addendum #1 to the RFP was issued on November 14, 2017. On November 20, 2017, proposals from five (5) entities were received. Firms that submitted proposals include: Greenman-Pedersen, Inc. (GPI), LiRo Engineers, Inc. (LiRo), Nelson & Pope Engineers & Surveyors (N&P), NV5 New York- Engineers, Architects, Landscape Architects and Surveyors (NV5) and WSA USA, Inc. (WSA). The evaluation committee consisted of Sean Sallie, AICP, Deputy Commissioner, Harold Lutz, P.E., Director of Traffic Engineering and Michael Hagan, P.E., Traffic Engineer I. The Committee was provided hard copies of the technical proposals and score sheet template on December 5, 2017. A meeting was held on February 2, 2018 to discuss and rank the technical proposals. As a result of the final scoring and ranking, NV5 received the highest technical score.
Description of General Provisions: The project is intended to identify traffic calming measures and complete streets opportunities to provide a safer pedestrian environment, improve circulation and provide the necessary infrastructure support for economic development and revitalization in downtown Hicksville. The study area is bound by Old Country Road to the south, Newbridge Road (NY 106) to the west, South Broadway (NY 107) to the east and West John Street to the north.
Impact on Funding / Price Analysis: This contract is funded through a NYS UPWP grant. The proposed term of the Agreement is twelve (12) months. The Department of Public Works shall have the right to extend this Agreement for a period of up to six (6) months. The contract fee shall not exceed \$249,990.00.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/62500-005	\$ 249,990.00
Control:	62	Contract:				\$ 0.00
Resp:	500	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62500	Capital	\$ 249,990.00			\$ 0.00
Detail:	005	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 249,990.00			\$ 0.00

% Increase					TOTAL	\$ 249,990.00
% Decrease						

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** NV5 New York- Engineers, Architects, Landscape Architects & Surveyors

2. **Dollar amount requiring NIFA approval:** \$249990

Amount to be encumbered: \$249990

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: 12 months from execution**

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

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:**

Purpose: The Firm shall provide Planning and Engineering Services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay, New York. This project is funded through the New York Metropolitan Transportation Council's (NYMTC) Unified Planning Work Program (UPWP).

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.

APERSICH

29-AUG-18

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

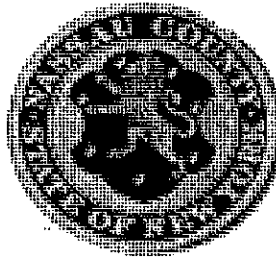
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS AND NV5 NEW YORK –
ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND
SURVEYORS (“NV5”)

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 SEP 26 P 4:13

WHEREAS, the County has negotiated a personal services agreement with NV5 to provide services through the Department of Public Works for preparation of a traffic impact and complete streets assessment in downtown Hicksville, 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 NV5.

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: NV5 New York

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

FEDERAL TAX ID #: 13-2849354

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on November 20, 2017 [date]. Five (5) [state #] proposals were received and evaluated. The evaluation committee consisted of: Sean Saille, AICP, Deputy Commissioner, Harold Lutz, P.E., Director of Traffic Engineering and Michael Hagan, P.E., Traffic Engineer I.

_____ (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.

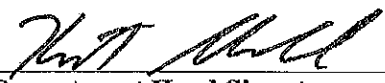
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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
8/13/18

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

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

Dated: 08/14/2018

Signed: 

Print Name: Stephen Normandin, PE

Title: Managing Director



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

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

None

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

None

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

None

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

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

None

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


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

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

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

Dated: 08/14/2018

Signed:



Print Name:

Stephen Normandin, PE

Title:

Managing Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 Linda Reardon, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 32 Old Slip, Suite 401
City/state/zip New York, NY 10005
Telephone 212-741-8090
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 10 / 01 / 2015
Vice President 10 / 01 / 2015 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ____; If Yes, provide details.

Linda Reardon was appointed to the board of directors of the Atlantic Yards Community Development Corporation and served a three year term, Jan 2015 – Dec 2017. This was a volunteer community position while she was working at NV5/RBA. She was appointed by the local assemblyman.

Rev. 3-2016

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

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

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

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

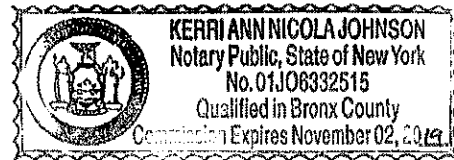
CERTIFICATION

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

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

Sworn to before me this 18th day of ~~18th~~ April 2018

Kerriann Nicola Johnson
Notary Public



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

Linda Reardon, PE

Print name

Linda Reardon
Signature

Senior Vice President/Partner

Title

04 / 18 / 2018
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 Jackson Wandres, RLA
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 32 Old Slip, Suite 401
City/state/zip New York, NY 10005
Telephone 212-741-8090
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 12-103-2008
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York - Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒; If Yes, provide details.

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

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

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

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

CERTIFICATION

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

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

Sworn to before me this 18th day of 18th April 2018

Kerri Ann Nicola Johnson
Notary Public



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

Jackson Wandres, RLA
Print name
J. Wandres
Signature

Director of Landscape Architecture/Partner
Title

04 / 18 / 2018
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.

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1. Principal Name Daniel McGovern, AIA
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 32 Old Slip, Suite 401
City/state/zip New York, NY 10005
Telephone 212-741-8090
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 11 / 10 / 2003
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.

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

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

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

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

CERTIFICATION

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

Sworn to before me this 18th day of 18th April 2018

Kerri Ann Nicola Johnson
Notary Public



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

Daniel McGovern, AIA
Print name
Daniel McGovern
Signature

Director of Architecture/Partner
Title

04 / 18 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Robert Ellis
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 7 Campus Drive, Suite 300
City/state/zip Parsippany, NJ 07054
Telephone 973-946-5650
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer 04 / 01 / 1999 Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York - Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒; If Yes, provide details.

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

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

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- a. Been debarred by any government agency from entering into contracts with that agency?
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- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

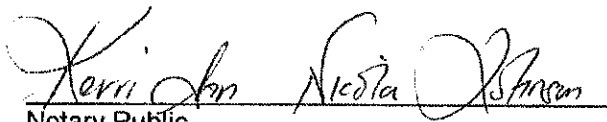
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
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9. In addition to the information provided in response to the previous questions, in the past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

CERTIFICATION

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

Sworn to before me this 18th day of April 2018


Notary Public



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

Robert Ellis
Print name


Signature

CEO
Title

04 / 18 / 2018
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Thomas Badenoch, LS
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 32 Old Slip, Suite 401
City/state/zip New York, NY 10005
Telephone 212-741-8090
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 11/10/03
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. The 5 partners/principals listed are equity partners of NV5 New York - Engineers, Architects, Landscape Architects and Surveyors, having assigned their financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.
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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
If Yes, provide details.

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YES ____ NO ☒ If Yes, provide details for each such instance.
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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
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 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

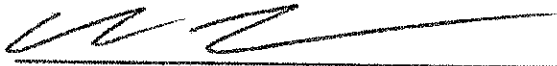
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CERTIFICATION

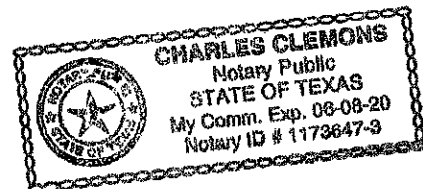
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I, Thomas Badenoch, LS, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein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

Sworn to before me this 19th day of April 2018




Notary Public



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

Thomas Badenoch, LS

Print name



Signature

Director of Survey/Partner

Title

04 / 19 / 2018
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: 08/14/2018

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

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

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 631-891-3200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 0811166673

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

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

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

Yes No ☒ If Yes, please provide details: _____

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

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

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

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

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

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

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

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

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

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

"No conflict exists"

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

"No conflict exists"

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

"No conflict exists"

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

Employee screening and mandatory employee disclosure

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; SEE ATTACHED
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Suffolk County Department of Public Works

Contact Person Mr. William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY, 11980

Telephone 631-852-4002

Fax # 631-852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

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

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

CERTIFICATION

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

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

Sworn to before me this 14th day of August 2018

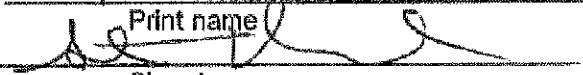


Notary Public

ALICIA A PETRULIS
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PE6319556
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES 02-23-2019

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

By: Stephen Normandin

Print name


Signature

Managing Director

Title

08 / 14 / 2018

Date

ATTACHMENTS TO BUSINESS HISTORY FORM

- A. i) **Date of formation:** NV5 (formerly RBA) - 1968
- ii) **Names, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:**
- Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
[REDACTED]
- Jackson Wandres, RLA - Director of Landscape Architecture/Partner
[REDACTED]
- Daniel McGovern, AIA - Director of Architecture/Partner
[REDACTED]
- Thomas Badenoch, PLS - Director of Survey/Partner
[REDACTED]
- iii) **Name, address and position of all officers and directors of the company:**
- Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
[REDACTED]
- Jackson Wandres, RLA - Director of Landscape Architecture/Partner
[REDACTED]
- Daniel McGovern, AIA - Director of Architecture/Partner
[REDACTED]
- Thomas Badenoch, PLS - Director of Survey/Partner
[REDACTED]
- Robert Ellis - Chief Financial Officer
[REDACTED]
- iv) **State of Incorporation:** N/A
- v) **The number of employees in the firm:** NV5 (formerly RBA) - 226 / NV5 (Global) - Over 2,000
- vi) **Annual revenue of firm:** \$300 Million
- vii) **Summary of relevant accomplishments:** Please see RFP
- viii) **Copies of all state and local licenses and permits:** Please see attached
- B. **Number of years in Business** - 50 years
- C. **Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services** - Please see RFP

ATTACHMENTS TO BUSINESS HISTORY FORM

NV5

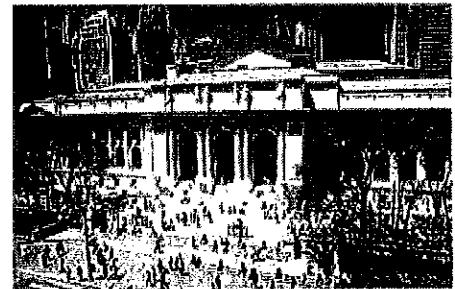
NV5

NV5 is a full-service multi-disciplined consulting firm with over 2,000 engineers, architects, landscape architects, planners, and environmental professionals, working together in a team environment. With offices in Melville, NY; New York City; Parsippany, NJ; Philadelphia, PA; Norwalk, CT; and Silver Spring, MD, and now over 100 nation-wide with NV5, Inc., we've been providing planning and design services to public and private sector clients for over 45 years. NV5 has the in-house capability to assemble a multi-disciplinary team of professionals, as required, for each assignment. This gives us the ability to blend our landscape architecture, engineering, architecture, planning, and environmental expertise to produce thoughtful, responsive solutions to complex projects. Further, NV5's size and structure allow us to mobilize quickly and commit the necessary resources required to ensure a quality product, delivered on schedule and within budget.

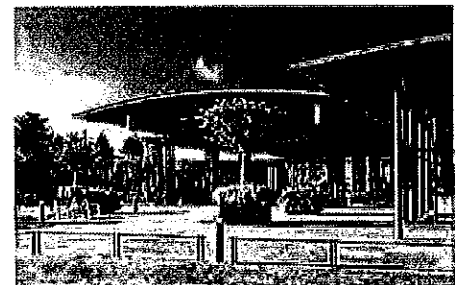
At NV5, our focus is design in the public realm, specifically civic infrastructure in the urban environment... streets, plazas, parks, waterfronts, and other forms of public open space, both utilitarian and recreational. We are committed to creating a sustainable built environment. Working effectively in a team environment, NV5 possesses the resources necessary to track, manage, and respond to project requirements in a timely and professional manner. NV5's collaborative approach to problem solving ensures a staff of professionals who are both experts in their chosen field, and knowledgeable of the other related disciplines that are a part of every project.

SUSTAINABLE DESIGN – NV5's landscape architects and engineers are skilled at integrating sustainable design techniques into their park and site development projects. Techniques and considerations routinely applied include the use of locally available products made from recycled materials, retention of stormwater on-site for the purpose of filtration and aquifer recharge, re-use of 'gray' water for irrigation, green roof development and many others. In particular we are expert in the design of sustainable storm water management techniques such as the design of rain gardens, bio-swales and porous pavements.

SITE/CIVIL ENGINEERING AND ROADWAY DESIGN – Our staff of professional engineers and technicians has provided both preliminary and final design services for major projects for transportation agencies throughout the northeast region as well as for local municipalities and villages. NV5's projects range from rehabilitation of City streets to large highway reconstruction and full grade-separated interchange design projects. Staff talents go beyond roadway design and include streetscape design, utilities, right-of-way engineering, environmental permitting services, lighting design and water and sewer design.



New York Public Library Entrance, NYC



New York Botanical Garden Visitor Center, NYC



NCC Parking Lots, Hempstead, NY

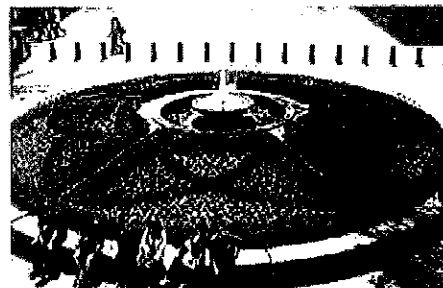


Reconstruction of Battery Place, NYC

ATTACHMENTS TO BUSINESS HISTORY FORM

NV5

LANDSCAPE ARCHITECTURE – Designing public open spaces that delight in the urban context requires great skill and sensitivity. NV5's team of landscape architects design spaces that are contextual and responsive to user needs. The range of projects completed by NV5 staff includes: urban plazas and streetscapes; historic landscape restoration; neighborhood parks and playgrounds; courtyards and gardens; terraces and green roofs; sports facilities; trails and greenways; bicycle and pedestrian facilities and waterfronts.



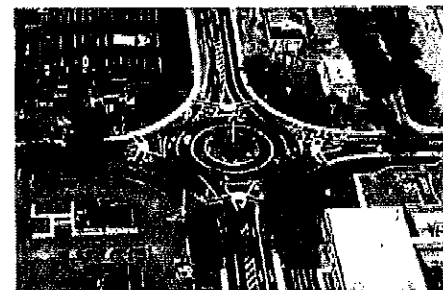
American Museum of Natural History, NYC

PARKS AND RECREATION – NV5's Urban Landscape Architecture Division, possesses vast experience in the design of parks, playgrounds and recreation facilities. NV5 landscape architects design creative, safe play spaces that challenge children's imagination and motor skills. Many of our playgrounds feature custom designed sculptural elements in combination with standard 'off-the-shelf' components. We are also experts in the design of athletic facilities including both natural and synthetic turf playing fields and sports courts.



John Jay Park Playground, NYC

TRAFFIC AND TRANSPORTATION – NV5 provides a wide range of transportation related services including traffic engineering and transit planning. Traffic studies include site impact analysis, corridor and interchange analysis, travel demand modeling and needs assessment. Design projects include safety improvements and roadway and intersection design, including traffic signal installations. We have produced MPT plans and roadside safety design for many of the firm's highway and bridge replacement and intersection projects. NV5 has extensive experience with Synchro & HCS modeling software.



CR 58 Roundabout

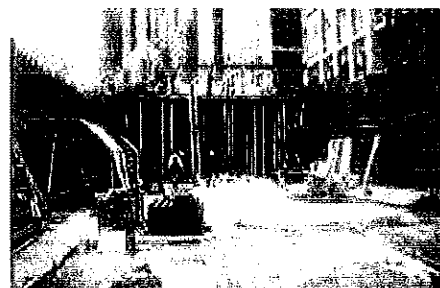
BICYCLE/PEDESTRIAN AND COMPLETE STREETS – NV5 employs a holistic approach to street design that takes into account the needs of all roadway users. Under the Complete Streets philosophy, pedestrians, bicyclists, transit users and motorists are fully and equally considered during the planning and design process. In designing Complete Streets, NV5 evaluates how well the road serves all travel modes. Adoption of CS policies and resolutions is demonstrating a new commitment to transforming our communities into places where people can choose to walk, bike, use public transit and reap the benefit – an improved quality of life.



Brooklyn Waterfront Greenway, Brooklyn, NY

ATTACHMENTS TO BUSINESS HISTORY FORM

STRUCTURES – NV5's Structural Engineers design complex steel and reinforced concrete structures including: load bearing pavements, retaining walls, culverts, vaults, headwalls, outfalls bridges and ramps. NV5 has designed numerous bridges to carry local NYC streets over rivers, train tracks and other streets. NV5 has also designed pedestrian bridges and pedestrian underpasses over/under busy roadways to provide safe passage for pedestrians in traffic congested areas. NV5 also has experience designing subterranean structures such as vaults, bulkheads, relieving platforms and tunnels.



Miller Highway Tunnel, NYC

ENVIRONMENTAL – NV5's ecologists, landscape architects and planting design specialists work closely together, along with our other species and habitat restoration specialists, to redesign and restore disturbed sites to their original natural glory. From former strip mines to former coal gasification plants, we have turned some of our areas most derelict and contaminated real estate back into productive and biologically diverse public open space and recreational assets. NV5 also has an in-house hazardous materials investigation and remediation unit that does brownfield assessments.



Lake Shenandoah Golf Course Wetlands, NJ

CULTURAL RESOURCES/HISTORIC PRESERVATION – NV5's Cultural Resource Unit comprises archaeologists and historians. Whether investigating site and/or building history to determine cultural significance, or making a recommendation as to preservation value, our staff are skilled at completing all areas of historical research. The range of projects undertaken includes cultural resource and historic sites surveys, Historic American Buildings Survey (HABS) documentation, Historic American Engineering Record (HAER) documentation, and National Register nominations.



Bronx Zoo Astor Court, Bronx, NY

COMMUNITY OUTREACH – NV5 has conducted intensive and creative community outreach programs as part of many projects in order to encourage community participation in the planning and decision-making process. Our community outreach programs are designed to identify community concerns, including transportation, social, economic, cultural, environmental and other issues important to the public. Our planning and design staff has a history of working together to perform successful community outreach efforts that achieve positive project results. Public involvement techniques employed include charrettes, focus groups, open houses, web sites, project newsletters, surveys, interviews and multi-media shows.



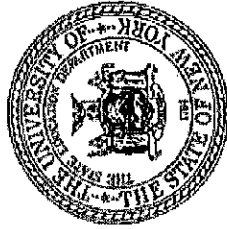
NV5 - Led Community Outreach

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

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

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

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 05/01/2016 TO 04/30/2019.



Maryellen ELLA
MARYELLEN ELLA
COMMISSIONER OF EDUCATION

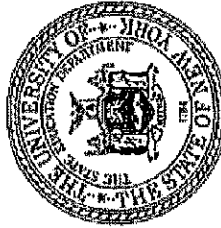
CERTIFICATE NUMBER
0013036 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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

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

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



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0012638 DUPLICATE

COUNTY OF NASSAU

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

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

Address: 40 Marcus Drive, Suite 201

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture

Ltd. Liability Co Closely Held Corp Other (specify)

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

Linda Reardon, PE - [REDACTED] - Partner

Robert Ellis - [REDACTED] - CFO

Daniel McGovern, AIA - [REDACTED] - Partner

Thomas Badenoch, LS - [REDACTED] - Partner

Jackson Wandres, RLA - [REDACTED] - Partner

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

Linda Reardon, PE - [REDACTED] - Partner

Daniel McGovern, AIA - [REDACTED] - Partner

Thomas Badenoch, LS - [REDACTED] - Partner

Jackson Wandres, RLA - [REDACTED] - Partner

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

None

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

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

None

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

None

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

None

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

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

Dated: 08/14/2018

Signed: 

Print Name: Stephen Normandin, PE

Title: Managing Director

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



Nassau County, NEW YORK

Contract for Services

For

Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment

March, 2018



Appendix A
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 Fifteen Fifty Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) NVS., a consulting firm, having its principal office at Forty Marcus Drive, Suite Two Hundred and One, Melville, NY 11747 (the "Firm", "Contractor", or the "Consultant").

This project is made possible in part by a grant from a New York Metropolitan Transportation Council's Unified Planning Work Program.

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.** The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twelve (12) consecutive calendar months from the Commencement Date ("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 at any time, for an additional period of up to six (6) months, 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**

(a) The services to be provided by the Firm under this Agreement, for Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".

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 Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to

the Firm for the Firm's services under this Agreement shall not exceed Two Hundred Forty Nine Thousand Nine Hundred Ninety Dollars (\$249,990.00).

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not

violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

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

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

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

(e) Antitrust. The 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, discrimination, living wage, disclosure of information and vendor registration, 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 L and EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy, attached hereto and hereby made a part hereof as Appendix L.

(f). 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.

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

(g) 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 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 Firm shall deliver services under this Agreement in a professional manner consistent with the standard and accepted 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, State of New York and its Division of the Governor's Office of Storm Recovery, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Contractor Agent 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 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 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 Firm and/or a Contractor Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

(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 additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim 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 limit liability of not less than two million dollars (\$2,000,000) per claim 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; Sub-consultants. 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 sub-consultant 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, or (iii) waived, (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) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

(c) Termination for Convenience. The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(d) The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(e) 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.

(f) 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 relating to payment for services performed 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 with this Agreement irrespective of whether the Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's 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; 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 and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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 venture associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venture associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture 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.

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.
26. The Contractor is not responsible for delays beyond its control.

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Nassau County, NEW YORK

Contract for Services

For

Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment

March, 2018

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Exhibit A
Detailed Scope and Budget
Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment
Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Hicksville's street network provides a high level of connectivity, both within the downtown area and to the surrounding neighborhoods. The grid layout of many of the streets allows for smaller block sizes and multiple routes to destinations that enhance the pedestrian experience. However, over the years many of Hicksville's roads have been reconstructed to maximize traffic volumes and speeds at the expense of pedestrians, cyclists and local businesses. Further, Hicksville's two major North/South Routes, Broadway (NY 107) and Newbridge Road (NY 106), each carry roughly 28,000 cars per day through the heart of the downtown, heading to and from the Northern State Parkway, Long Island Expressway and the regional shopping hub (Broadway Mall) located just north of the downtown area. Jerusalem Avenue and Old Country Road, both County roads, further connect the downtown from the east, west and south. Further, the mix of land uses, existing commercial street wall, potential for new development all within proximity to the LIRR Hicksville Station provide the fabric for a vibrant downtown and central business district. However, improvements can be made to better accommodate pedestrians and other modes of non-motorized transportation, that will support and complement the Town's downtown revitalization effort and new mixed use development.

The Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment Study will develop a Traffic Impact Study and preferred set of Complete Streets design improvements for the area that addresses the needs of Hicksville, the Town of Oyster Bay, Nassau County, stakeholders and the general public. Recommendations will be developed to improve the accessibility and safety for all users including motorists, pedestrians and cyclists. The study will pay particular attention to improving vehicular and non-motorized access to the LIRR Hicksville Station, as well as increasing pedestrian connectivity along the Broadway, Jerusalem Avenue and Newbridge Road. Design concepts, such as: curb/sidewalk bump-outs, green infrastructure, lane reduction, signal timing modifications, lighting and intersection modifications, among others, will be evaluated. A review of NICE bus movements and stops in and through the study area will also be undertaken as part of this study. Key Stakeholders, including local residents, business owners, NYSDOT, and the Town of Oyster Bay will be engaged as part of the public outreach process. Public engagement will include the vetting of design strategies and draft recommendations. More specifically, the Study will:

- Develop and implement a stakeholder and public engagement plan to ensure active participation and collaboration by municipal officials, local/regional agencies, stakeholders and the public.
- Collecting inventory of existing roadway, land use, operations, intersections and other features and analyzing existing conditions to identify any problems.
- Develop mapping to locate potential physical conflicts and support design of potential physical modifications to the roadway, traffic signals and appurtenances.
- Develop a traffic impact assessment taking into account potential new development within the study area. Turning movement counts, automatic tube counts, accident data, speed and travel times will be collected.
- Perform an American with Disabilities Act (ADA) compliance review of ramps, sidewalks and public bus facilities within the Nassau County Highway right-of-way.
- Develop a Technical Memorandum on the data collection methods, summary of all information and data collected with a narrative describing the problems identified based on the data collected and input from the public and develop an existing conditions model.
- Develop a no-build scenario, incorporating a ten year horizon utilizing accepted traffic growth rates and incorporating planned future developments, prevailing and potential changes to the Town zoning code.
- Develop at least three corridor improvement scenarios that incorporate traffic calming measures and complete streets opportunities that would provide a safer pedestrian environment, improve circulation and serve as a catalyst for economic development and revitalization in downtown Hicksville.
- Identify and quantify potential benefits and increase in corridor usage by pedestrians and bicyclists.

- Identify options for bicycle infrastructure improvements along the corridor, with specific emphasis in the vicinity of the LIRR Hicksville Station.
- Prepare a draft technical memorandum detailing right-of-way modification alternatives in a narrative and matrix format stating benefits and tradeoffs for all users.
- Prepare detailed cost estimates for all alternatives including construction, legal, administrative and engineering costs and funding mechanisms available to implement each of the alternatives.
- Prepare conceptual designs and renderings for each proposed alternative.
- Prepare a draft/final report summarizing results of the study including an analysis comparing all aspects of existing, no-build and build scenarios, a recommendation of the alternative/option that will best serve the goals and objectives of the study and a grant application-oriented summary of the preferred alternative.

GENERAL REQUIREMENTS

1. All data, reports and other materials produced under this Task Order are the property of Nassau County. All information, documents, correspondence, reports, conversations, meetings, etc. generated under this delivery order shall be used exclusively for executing this SOW and must have the County's approval before being released or used for any other purpose.
2. The Contractor shall coordinate with the County prior to the start of the analysis. The Contractor shall coordinate site visits with the County Point of Contact (POC).
3. The Contractor shall contact the County POC, at a minimum, on a monthly basis via phone/email to discuss the status of the project.
4. The Contractor shall prepare submittals as both hard copies and electronic files as outlined in the SOW.

TASK DESCRIPTIONS

Task 1: Public Outreach and Meetings

Subtask 1.1 Public Involvement Plan

Meetings with the County, other municipal agencies, stakeholders and the public typically include representatives from various groups such as the municipalities that overlap the study area, land owners/managers, enforcement, and civic representatives, among others. The form of these meetings will be discussed for refinement at the Kick-off Meeting. They typically involve a mix of individual team meetings and public group/workshop meetings.

The project will include the following meetings as a minimum:

- Project Kick-off Meeting with NCDPW.
- Project Team Meetings (minimum 6 meetings)
- Public Workshops - Two workshops to address the varying needs of the community. The first meeting will provide an overview of the project, summarize existing conditions, including traffic analyses, and engage feedback and input from the public and stakeholders. The second meeting open to the general public will focus findings, proposed alternatives, and the final set of recommendations and improvements.
- Stakeholder Focus Meetings – Three stakeholder meetings including one business/real estate focus group. Up to three meetings with NYSDOT are also anticipated.

The Contractor shall develop a Public Involvement Plan (PIP) that will serve as a living document for the Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment. The PIP will be developed in accordance with County's Standards for Public Outreach and Meetings. Drawing from past successful outreach efforts, the PIP will a) define outreach goals; b) identify all appropriate stakeholder and community groups; c) set forth a set of engagement techniques; d) propose an outreach schedule that provides for pro-active, timely, and relevant input and review; and e) provide an evaluation process that assesses the success of outreach efforts on a continuous basis, allowing for mid-term changes. The PIP will be developed by the Contractor, in consultation with the with the County, first in draft form, and then in final form based upon review and comments from the County, stakeholders, and Technical Advisory Committee (TAC), with the capability of being

updated over the course of the planning and evaluation process. The PIP will be published and posted to the County website.

Among those elements likely to be part of the PIP are the following.

- The Consultant will create two advisory committees for the Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment. The Stakeholder Committee (SC) will consist of elected officials, public agencies, as well as business, civic, and environmental interests. The Technical Advisory Committee (TAC) will consist of public, private, and non-profit sector representatives who have “specialized knowledge and skills,” primarily to assist with key technical tasks. The size of each committee will be determined with the input of the County, though examples of similar committees suggests that each is likely to consist of between ten (10) and twenty-five (25) members. The schedule for meeting with both committees will be determined by the County, though it is assumed that the two committees would meet for combined total of up to 6 times during the course of this plan. Each committee meeting would be summarized via meeting minutes prepared by the Contractor, highlighting agreements reached, action items and next steps.
- All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the Contractor shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least four (4) weeks prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least two (2) weeks prior to each Public Outreach meeting or event.

The Consultant shall outreach to the public through various avenues, including public meetings, the County’s website, and other forms of information dispersal, including social media. These outlets are described below:

Public Meetings

- Two workshops are envisioned. The first takes the form of a half-day workshop, includes presentations by the Contractor Team on project objectives, background, initial findings, and best practices. The initial presentation also identifies potential development plans and other improvements or operational changes such as those associated with the LIRR, NYS Downtown Revitalization Initiative (DRI), and developed in the Downtown Hicksville Revitalization Action Plan. Then a walking tour of the representative portion of the study area is conducted highlighting existing conditions, perceived opportunities and deficiencies. The walking tour is wrapped up by conducting a charrette that summarizes observations and provides an opportunity for initial brainstorming. Tablets will be utilized during the site walks to take notes and pictures, which are sent back to the workshop meeting room and compiled into a presentation that can be referenced during the Charrette brainstorming session.

Website and Communication

- A project website will be provided to share information regarding the project, including notifications of workshops, summary of workshops, and posting of reports and meeting minutes. Links from the County webpage and individual municipalities will be included if desired.
- Flyers will be distributed throughout the study area, including bus stops, LIRR station, as well as major employers. Flyers will include a QR Code/weblink to direct the public to the project website and provide interactive feedback.
- As an additional public outreach tool, the contractor shall utilize the online mapping tool WikiMapping to garner public input from area stakeholder groups and concerned citizens, particularly those that otherwise cannot participate in planned public meetings. The project website will include a WikiMapping link, where interactive feedback, concerns, and ideas can be posted for consideration in developing alternative designs, strategies, and interventions.

Demonstration Projects

- The contractor shall set up follow-up field sessions are often helpful to demonstrate potential improvements using temporary materials (e.g., tactical toolkit). Tactical demonstration projects will exhibit simple, temporary modifications to create placemaking opportunities such as plazas, as well as improve the pedestrian and bicycle environment. These temporary projects will offer opportunities for feedback and community education. These

projects may lay the groundwork for short-term/quick-build or possibly permanent infrastructure solutions for the study area. The demonstration session is often connected to a public community event, such as a street fair, where the public is already out and can provide a larger random audience for input and feedback.

Subtask 1.2 – Project Coordination

The Contractor shall attend a minimum of six (6) project coordination meetings to be scheduled in regular intervals by the County. The Contractor shall be responsible for preparing meeting agendas, sign-in sheets and minutes.

Task 2: Existing Conditions Survey and Analysis

Task 2.1 Kick-off Meeting

A kick-off meeting shall be scheduled by the County to discuss project goals and schedule. Existing plans and reports will be collected for the Contractor to review. Initial workshop logistics, project communication, and coordination will be discussed to move the project forward in a timely and efficient manner. The Contractor shall participate in a site walk/tour to discuss and highlight specific issues and opportunities. The site walk/tour will be scheduled as close to the kick-off meeting as possible.

Task 2.2 Data Collection and Analysis

The traffic study component of the project includes a comprehensive scope developed to address any issues, ideas, and questions that may arise through the course of the project. The study is also intended to be of sufficient detail to support any of the future requirements in the process of accommodating future developments and complete streets, such as environmental reviews and/or grant applications.

Traffic Analysis and Data Collection

- In order to evaluate existing and future traffic flow characteristics and operations, and to assist in the development of complete streets strategies for improvements to pedestrian, bicycle, and transit operations, the contractor shall develop a Synchro model of the project study area.
- The contractor shall perform a physical inventory including roadway and intersection geometry, traffic control, signal phasing and timing, time of day restrictions, turn restrictions, speed limits and other pertinent information will be obtained by review of aerial photographs, prior studies, field visits and discussions with agencies. All information will be field checked for accuracy prior to use in the analyses conducted for the purposes of this effort.
- The contractor shall perform vehicle turning movement counts and 24 hour Automatic Traffic Recorder (ATR) counts on roadways within and adjacent to the study area. Bus, truck and pedestrian flows will be included in the data collection effort. The model will include the study area identified in the RFP, as well as areas immediately adjacent to the study limits. It is further noted that the RFP indicates that a public information meeting is to be conducted during the early, information gathering phase of the study, and that potential additional data collection locations, as well as modifications to the base network, could be required based on input received during this meeting.
- ATR data will be collected for a seven day, non-holiday period, including a weekend. The ATR data collection will be conducted in compliance with NYSDOT's Traffic Monitoring Standards for Contractual Agreements.
- Turning movement counts will be obtained for the peak weekday AM, midday and PM periods, and either peak Saturday or Sunday periods. The weekend analysis period will be determined in consultation with NCDPW.
- If necessary, appropriate seasonal adjustment will be made to the traffic data, based on information available from the New York State Department of Transportation (NYSDOT) regarding traffic characteristics of facilities in New York State. NYSDOT provides information regarding traffic characteristics of roadways of all types in the state. Roadway facilities are grouped based on prevailing demographics and the nature of the communities that the roadways serve, known as Factor Groups. NYSDOT classifies the roadways included in this study as displaying characteristics dominated by commuter traffic, defined as Factor Group 30. Seasonal adjustment factors for Factor Group 30 will therefore be applied to the traffic volume data collected for this project, as appropriate. The seasonal

adjustment rates will be discussed and approved prior to use.

- The contractor shall prepare traffic flow maps depicting the weekday and weekend peak traffic flows for the existing condition. Traffic volumes between intersections will be balanced and adjusted as appropriate, for use in evaluating operating conditions. The balanced traffic flow information will be applied to the base Synchro network, and operational measures of effectiveness for existing conditions will be determined, including Levels of Service, person and vehicle hours of delay, and queues. These results will be spot checked in the field to validate that the model has reasonably approximated the prevailing existing condition, and the model will be calibrated as necessary. The current schedule of turning movement and ATR count locations is provided in the attached figures. (Exhibits D&E)
- The contractor shall obtain spot speed data in both directions at up to 5 screenline locations including Old Country Road, Route 106, Route 107, Jerusalem Avenue, and W John Street (Minimum 100 samples per location). Travel time runs will be conducted throughout a typical weekday and during the midday peak weekend period.

Safety Analysis

- The contractor shall conduct a safety analysis for the study area based on accident records from Nassau County for the latest three years for which data is available. It is anticipated that the initial crash analysis will utilize a Nassau County Accident Data Summary table. This data will be reviewed for identification of patterns or trends in the rates of occurrence or crash types. Particular attention will be given to crashes involving pedestrians and bicycles. For those locations identified as having potential safety issues, additional in-depth analysis will be conducted to determine underlying causes that may be addressed through measures that can be incorporated into the study recommendations that will enhance pedestrian and bicycle safety in the Downtown Hicksville area. The in-depth analysis will consist of a review of verbal descriptions of crashes that are available through NYS DMV. It is not anticipated that full review of the original police accident reports (MV-104) will be required.

Accessibility Review of Pedestrian Ramps, Sidewalks and Bus Stops

- The contractor shall perform an Americans with Disabilities Act (ADA) compliance review of ramps, sidewalks and public bus facilities within the Nassau County Highway ROW. Nassau County roadways within the project area include Jerusalem Avenue between Old Country Road and NYS Route 107, Old Country Road from NYS Route 106 to NYS Route 107, and East/West John Street from the Broadway Mall access road to NYS Route 107.
- The contractor shall utilize NCDPW's app for collecting information regarding ADA compliance and NCDPW's app for collecting information regarding the installation of audible pedestrian signals.
- The contractor shall conduct a qualitative review of all other ramps, sidewalks and bus stops within the study area, so that a comprehensive evaluation of the accessibility of the facilities within the study area is provided.

Pedestrian and Bicycle Infrastructure

- The consultant's pedestrian and bicycle facility inventory and assessment shall include existing pedestrian and bicycle infrastructure. Special attention will be given to preferred paths obtained from field observations. Pedestrian desire lines and walking routes will be observed. All existing pedestrian facilities including sidewalk, ramps, bus stops, and crossings will be assessed for connectivity, effective widths, and qualitative ability to provide sufficient circulation including relationship with street crossings.

Bus Transit

- The contractor shall review bus routes and schedules and stop locations, and obtain ridership data from NICE to evaluate the service and develop potential modifications to routes and stop locations based on the proposed rezoning and the recommended improvements developed as part of this effort. Field observations of existing operations will also inform proposed improvements. Safe access to stops, and accommodations at the stops such as bicycle racks and shelters will be considered. Total curbside demands will be developed in a realistic way to reflect observed demands, especially during peak periods and potential for bunching.

Mapping

- The contractor shall prepare base maps to allow for an understanding of constraints and feasibility of certain design alternatives, and cost implications, particularly in relation to right of way, drainage and utility impacts.

Deliverable: The contractor shall prepare a Technical Memorandum on data collection methods for the items above. Also, they shall prepare and submit Technical Memorandum summarizing all information and data collected, with a narrative describing the problems that were identified based on the data collected and input from the public, as well as an Existing Conditions model.

Task 3: Complete Streets and Traffic Calming Design Alternatives

Task 3.1 Traffic Impact Analyses

No Build Condition

- The contractor shall modify the balanced and validated existing conditions network to reflect conditions anticipated to prevail for a twenty year “No-Build” planning horizon. Existing conditions traffic volumes will be adjusted utilizing a background traffic growth rate developed for that purpose and approved by the reviewing agencies, particularly NYSDOT and NYMTC. The growth rate will consider census population projection, as well as information provided by the New York Metropolitan Transportation Council’s Best Practices Model (BPM). NYMTC’s BPM predicts changes in future travel patterns in response to changes in the demographic profiles and transportation systems in the region. It incorporates transportation behavior and relationships with an extensive set of data that includes a major travel survey of households in the region, land-use inventories, socioeconomic data, traffic and transit counts, and travel times.
- The contractor’s No Build condition will also consider other planned developments in the vicinity, as well as “soft” sites where there may be potential development opportunities within the study period’s time horizon. The identification of these developments and improvements to be incorporated will be based on discussions with Nassau County and the Town of Oyster Bay, as well as the conclusions of the LIRR Third Track and East Side Access FEIS results. Trip generation and assignments for these specific sites will be conducted and added to the No Build traffic networks.
- The contractor shall take into account that the Third Track project envisions construction of a substantial amount additional parking located in one or more parking structures in much closer proximity to the LIRR Hicksville Station than existing at-grade parking. This will have a significant impact on traffic flows in the vicinity of the station, and is expected to significantly reduce pedestrian traffic flows crossing NY106 and NY107 to access the LIRR station. The “No-Build” network will be developed to reflect these changes in traffic and pedestrian assignments.

Build Condition

- The contractor will assess the build condition in two steps.
- The first assessment will evaluate the impacts of the future development program based on proposed zoning changes. It is anticipated that the proposed program will reflect the development mix and density included in the Downtown Hicksville Revitalization Plan and/or the NYS DRI. The final mix, size, and location will be developed and verified with the County and Town.
- The second assessment will include a series of model runs to reflect the proposed changes resulting from the identified Complete Streets geometry and Traffic Calming interventions. This may include the reconfiguration of existing streets, connections, and turning movements. Up to three scenarios will be modeled and assessed.
- The No Build traffic demand will be modified to reflect future conditions based on the proposed rezoning of the Downtown Study area. The contractor will meet with County and Town officials to develop the traffic demand scenarios. The traffic demand scenarios will consider methodologies presented in the Institute of Transportation Engineers’ Trip Generation Handbook for mixed-use development, urban infill redevelopment, and transit friendly development, as well as other sources in the transportation engineering and planning field. Sources include data collected by the District Department of Transportation (Washington, DC) on modal trip generation at mixed use sites, the California Department of Transportation (Caltrans) study of trip generation for Smart Growth development, and National Cooperative Highway Research Program research on trip generation for impact analyses of infill developments.

- The first synchro analysis of Future Build conditions will assume no other infrastructure improvements except signal timing adjustments. At this time, the development program will be revisited to determine any potential adjustments based on findings of the first model run. The remaining three model runs will be based on review and discussion with the Technical Advisory Committee. The contractor will work with the County and Town to evaluate the impact of the proposed zoning on traffic flows and trip generation characteristics of the Downtown Hicksville study area, and modify traffic flow inputs, incorporate proposed improvement strategies, and rerun the Synchro analyses for the relevant peak analysis periods.

Pedestrian and Bicycle Estimates

- The contractor shall produce a pedestrian volume flow maps and circulation network can be produced. Our trip generation spreadsheet model includes all modes of travel, and allowances for linked trips, so that sensitivities can easily be conducted based on a variety of travel demand forecasting assumptions. This exercise will include the redistribution of existing commuter trips due to the construction of the LIRR parking garage.

Task 3.2 Complete Streets and Traffic Calming Design

In developing improvements for the Downtown Hicksville study area, the contractor shall take into consideration that it is important to understand the functionality of the roadway and that of the surrounding routes. Therefore, solutions that are context sensitive, and appropriate to the surroundings will be selected. The goal will be to provide a network that addresses the needs of all users, provides safe connections between the downtown, surrounding neighborhoods, LIRR Station, parking, sensitive land uses and places of interest. Since there are NYS routes, NYSDOT also provides guidance on measures and their suitability for implementation on arterials.

Solutions often fall into long-term capital type improvements as well as low-cost operational measures that can be implemented in the short-term. For this project, a preliminary set of alternatives at the corridor level and link-intersection level will be prepared and presented for each of the main arterials, as well as local cross streets. Conceptual plans will be used for presenting to the public, NYSDOT and stakeholders, as necessary.

The iterative process begins with development and review of a comprehensive list of potential improvement measures and interventions, and leads to the preferred alternative sets of improvements. The process will generally include the following iterations:

- A preliminary long-list of geometry, cross-sections and plan, measures and treatments will be prepared to provide a sense of potential solutions that may be appropriate for each street and sub-area. A working meeting will be conducted to review the preliminary list of measures; which will be refined into a subset of potential concepts and typical treatments that address any deficiencies or safety concerns that may be identified.
- Following the working meeting, a set of concepts will be developed based on feedback from the workshops and meetings. These concepts will include a basic level of evaluation and assessment, such as preliminary traffic analysis, geometric review, and an evaluation matrix.
- The contractor will begin to consolidate the measures into a set of alternative treatments for review at a follow-up working meeting. The contractor shall then meet with any stakeholders and the public, and present the concepts for feedback and/or approval.
- A preferred set of improvements, including order of magnitude costs, will then developed for review.

Final analysis and preparation of full report and concept plans will be developed including cost estimates.

Short-term Improvements

- Proposed solutions will include low-cost improvements that can be implemented fairly quickly and typically address: state of good repair, deficient or non-compliant signing and striping, striping of bike lanes or shoulders to narrow the travel lanes, angled parking, and decorative surface treatments.
- Other treatments may include lower cost infrastructure improvements such short refuge-island type or flush medians, as well as other easy to implement requirements contract-type scope items. These improvements may be targeted to improve conditions at key high-crash areas and can be implemented within a relatively short time frame. Opportunities for curb extensions and bump-outs are also included to address pedestrian safety and traffic calming.

- A wayfinding plan will also be included as part of these improvements, particularly addressing connections to parking areas, LIRR, LIE and Northern State to the North, as well as pedestrian scale wayfinding to downtown destinations.
- The use of temporary, quick-build materials has become very popular, particularly for downtown contexts. These interventions and designs are becoming more acceptable to various municipalities and the contractor shall explore the possibility of implementing these features.

Long-term Improvements

- Proposed strategies will encompass long-term, low maintenance physical measures such as comprehensive streetscape improvements, medians, intersection or alignment modifications, enhanced pedestrian sidewalks/paths such as the corridor linking along the LIRR; and other measures that are designed in accordance with the desired operating speed and design vehicle for each street. These measures will be appropriate to the surrounding context and will be signed and striped to provide clear direction to the motorist and pedestrian alike.
- Complete streets projects provide opportunity for landscaping treatments, which both enhance the visual environment and serve as passive traffic calming that encourages lower speeds. Landscaping treatments and gateway treatments can modify the character of a corridor and provide visual interest that encourages reduced operating speeds. Opportunities to incorporate green infrastructure will be included in the development of improvements.

The contractor shall explore other concepts including, but not limited to:

- Realignment of Streets – The Revitalization Plan identified the reconfiguration of Jerusalem Avenue through JFK Park. This realignment can provide an opportunity for a larger contiguous park, pedestrian access improvements, as well as traffic improvements. The reconfiguration of W John Street between Routes 106 and 107 is another candidate for geometric and parking improvements
- Opening of through streets and/or removal of turning restrictions – The contractor will test the pros and cons of extending some streets and creating new connections, as well as removing certain restrictions. Current traffic patterns funnel certain movements to specific intersections and limit the ability of traffic to disperse, particularly within the triangle area.
- Shared Streets – Certain side streets may become good candidates for an open and curb-less design that is shared by all users, with pedestrians and bicyclist mixed with vehicles at slow speeds.

Conceptual designs will include sufficient information to develop cost estimates and for review by municipal agencies including NCDPW, the Town of Oyster Bay, and NYSDOT. Renderings and photo-simulations will be developed illustrating some of the major concepts to support the Second Public Workshop and communicate the concepts and vision effectively. Once a consensus has been established regarding proposed components and layout, we will prepare schematic drawings indicating the type and location of the proposed improvements. Improvement plans will be further refined and presented on 40-scale planimetric maps utilizing the GIS and supplemented with existing aerial photos, if necessary. Areas needing further detail will be enlarged if necessary, indicating specific locations of physical features. Callouts of improvements will include example photos or simulations of improvements (i.e. crosswalks, landscaping, green infrastructure, signage, etc.), where practical. Conceptual plans will be used for presentations.

Deliverable: The contractor shall prepare and submit a Technical Memorandum.

Task 4: Cost Estimate and Final Report

Cost Estimates

The contractor shall prepare construction cost estimates will be prepared for each of the preferred final alternatives. The estimates will be prepared on an Excel spreadsheet with NYSDOT items using bid prices on our previous local projects and the contractor's in-house bid price database. The cost estimate will identify the cost of key construction items including new striping, signals, curbing, sidewalk, etc., in addition to design, survey and construction inspection costs, if necessary.

Economic Benefits Analysis

The contractor shall present return on investment and public benefit in terms of measurable results that will be reviewed with

the Technical Advisory Committee for inclusion in the Final Report. These may include: jobs generation (construction and permanent), emissions reduction/energy savings, travel time savings/operational efficiencies, safety/reduction in crashes/fatalities, private investment value, and tax revenue.

Draft and Final Report

The contractor shall prepare a report summarizing existing conditions, all analyses, and the development of alternatives so that future efforts in the Revitalization of Downtown Hicksville can occur seamlessly. The style and content will provide the basis for future funding opportunities, environmental assessments, planning and zoning changes, as well as minimize potential constraints for future land development. It will also ensure that land development, open space, and transportation improvements occur in a cohesive manner to facilitate and promote smart growth opportunities.

In particular, the report will provide a "grant application-oriented summary" and implementation timeline (Plan of Action) to gather funding assistance. Potential funding sources will be identified for each project by determining what programs they would be eligible for. Multiple funding sources will be identified where project cost exceeds program limits and to diversify options of competitive programs and funding timelines. Preferred alternatives will be segmented into implementable projects based on independent utility of the project or project phases, funding limitations or restrictions, and other implementation impediments.

SERVICES NOT INCLUDED

This proposal and costs address only the services specified herein. Any services not explicitly included in the scope of services outlined herein are excluded from this proposal, including, but not limited to:

- Preparation of additional planning studies (i.e. Blight Study, Urban Renewal Plan, etc.)
- Preparation of Environmental Impact Analyses
- Civil engineering design services beyond those specified in the Scope of Services
- Preparation of additional traffic impact or parking studies beyond those specified in the Scope of Services
- Evaluation of additional intersections
- Surveying
- Phase I/Phase II Environmental Assessments
- Archaeological Investigations
- Additional Market/Fiscal Analyses beyond those specified in the Scope of Services
- Additional meetings beyond those specified in the Scope of Services

If additional services are required, they would be subject to a separate contract amendment.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

The Nassau County Department of Public Works (NCDPW) will provide access to Nassau County Geographic Information Systems data, including, but not limited to, outfall location and data, contours, spot elevations and ownership, where available. The Contractor may also augment the above with information from other sources of publically available geodata. NCDPW will not supply copies of plans from prior construction projects.

PREPARATION OF DELIVERABLES

REPORTS

All text shall be produced on 8 ½ X 11" paper, single-spaced, with double spacing between paragraphs. Figures shall be 8 ½ X 11" or folded 11 x 17" format sheet size. All text pages (including and appendices or attachments) shall be consecutively numbered. Text print will be letter quality in New Times Roman 12-point font. All references shall be properly cited in a bibliography at the end of the document text. In addition to the hard copies, each report will be submitted on a CD-ROM in formats that are compatible with Microsoft Office 2007.

Deliverables and draft deliverables shall consist of four (4) hardcopy and one (1) electronic version.

All deliverables and draft deliverables shall be reviewed by the County and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the

review, the County shall submit comments and/or changes and the Contractor shall incorporate said comments and/or changes.

Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to Federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

MAPPING/DATA FORMAT

The report will describe all methods that were used and the data obtained. Maps will be included to show the project area and sample locations and will be delivered in ARCVIEW Shape File format (GIS). Data will be delivered on a CD-ROM or other media acceptable to the County.

COORDINATION

The Contractor will commence work under this Contract upon receipt of Notice to Proceed.

All work performed under this Contract shall be done so in accordance with the articles of the Contract No. _____. All deliverables will be considered complete and final upon receipt of all review and approval signatures and acceptance by the Contracting Officer Representative (COR). The County will provide acceptance of final submittals in writing.

The Contractor shall establish and maintain very close coordination with the County, other Federal, State and local agencies, governmental organizations and their Contractors as directed by the County. Coordination may be in the form of meetings, correspondence, or telephone calls.

PENALTIES FOR NON-PERFORMANCE

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

Exhibit A

Budget

Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment- NV5		
Tasks	Title/Description	Fee
1	Public Outreach and Meetings	\$ 58,353.00
2	Existing Conditions	\$ 91,884.00
3	Complete Streets Alternatives	\$ 67,450.00
4	Cost Estimate and Report	\$ 31,803.00
	Travel, Reproductions, Miscellaneous	\$ 500.00
Total		\$ 249,990.00

Exhibit B

Project Schedule

Notice to Proceed Expected April, 2018

Project Schedule- Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment									
Task	Title	Month							
		1	2	3	4	5	6	7	8
1	Public Outreach and Meetings								
2	Existing Conditions								
3	Complete Streets Alternatives								
4	Cost Estimates and Report								

Nassau County reserves the right to modify this Timeline as necessary.

Exhibit C
Study Area Map

DOWNTOWN HICKSVILLE STUDY AREA

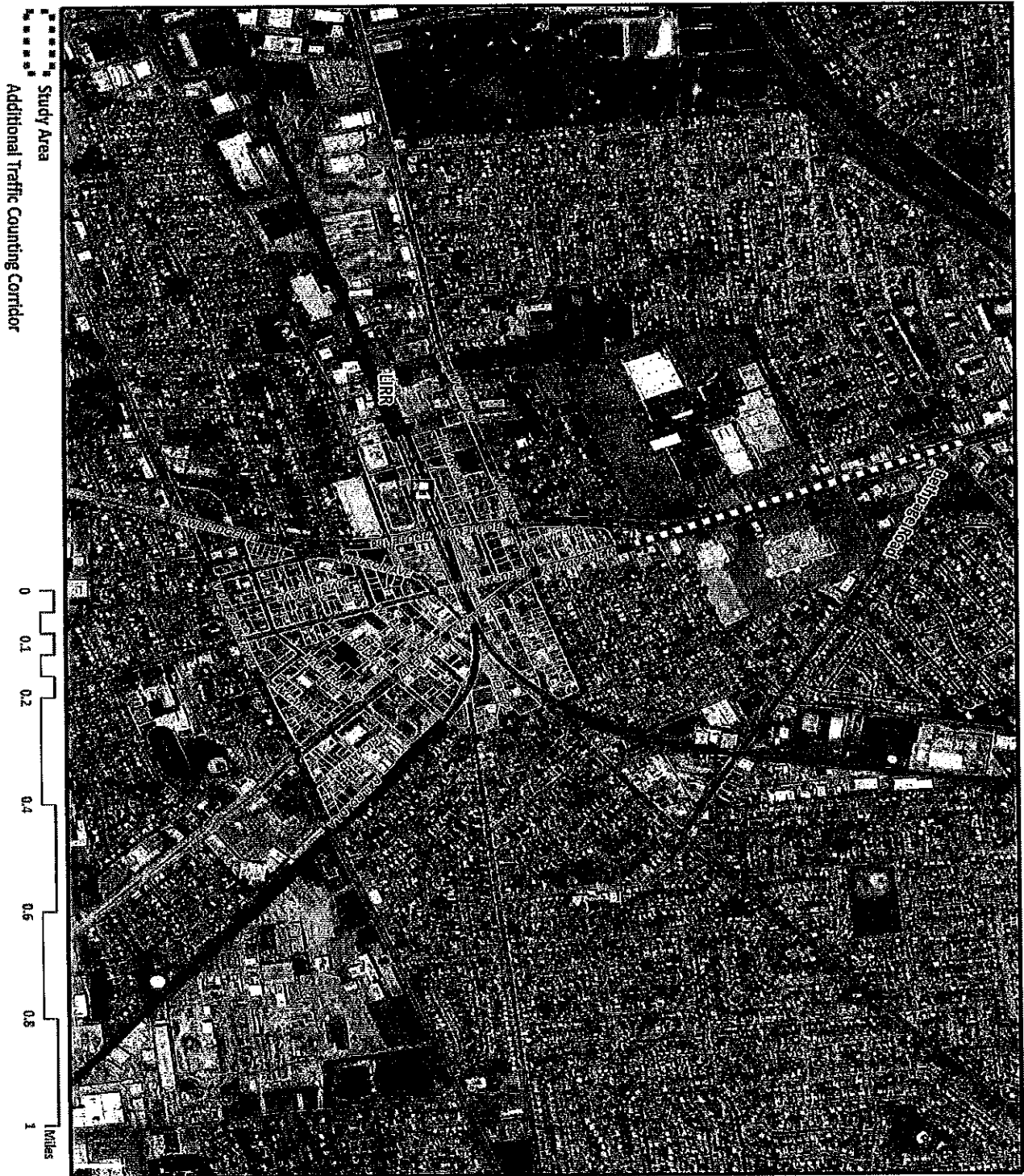


Exhibit D
Traffic Count Map



Exhibit E
Traffic Count Map



Appendix B
PAYMENT SCHEDULE

Amount of Consideration. The lump sum ("Lump Sum ") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall be **Two Hundred Forty Nine Thousand Nine Hundred Ninety Dollars (\$249,990.00)**, and shall be payable as follows, with reference to such categories (as delineated below) and Tasks (as defined above), where applicable, contained in the Detailed Scope and Budget (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements:

(A) TASKS

(i) Tasks One. [12 months]

Payment(s) shall be a total of **Fifty Eight Thousand Three Hundred Fifty Three Dollars (\$58,353.00)**.

(ii) Task Two. [3 months]

Payment(s) shall be a total of **Ninety One Thousand Eight Hundred Eighty Four Dollars (\$91,884.00)**.

(iii) Task Three. [5 months]

Payment(s) shall be a total of **Sixty Seven Thousand Four Hundred Fifty Dollars (\$67,450.00)**.

(iv) Task Four. [3 months]

Payment(s) shall be a total of **Thirty One Thousand Eight Hundred Three Dollars (\$31,803.00)**.

Payment(s) shall be a total of **Two Hundred Forty Nine Thousand Nine Hundred Ninety Dollars (\$249,990.00)**.

Lump Sum tasks will be paid on percentage-completed basis in accordance with an approved progress payment schedule.

(B) OTHER DIRECT COSTS

Up to **Five Hundred Dollars (\$500.00)** for actual reasonable and necessary reproduction of report materials, postage/shipping/messenger service and travel expenses incurred during the performance of approved Services under this Agreement, payable upon Contractor's submission of claim Vouchers with acceptable supporting receipts and proof of expenditures in accordance with this Agreement and applicable County policies. The County shall not reimburse the Contractor for such expenses **in excess of Five Hundred Dollars (\$500.00)** unless the Contractor has obtained prior written consent from the County to incur said expense.

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

FIRM: NV5 New York – Engineers,
Architects, Landscape Architects and
Surveyors

By: 

Name: Stephen Normandin, PE

Title: Managing Director

Date: April 2, 2018

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of April in the year 2018 before me personally came Stephen Normandin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Managing Director of NV5 New York – Engineers, Architects, Landscape Architects and Surveyors, 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

Chüfka

ALICIA A PETRULIS
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01PE8319568
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES 02-23-2019

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

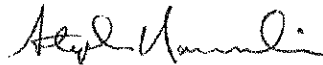
On the _____ day of _____ in the year 201____ before me personally came _____
to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____;
that he or she is a Deputy County Executive of the County of Nassau, the municipal
corporation described herein and which executed the above instrument; and that he or she signed his or her name
thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

7. Compliance with Law.

(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.



Stephen Normandin, Managing Director

8/16/18

Hagan

**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: June 26, 2018

SUBJECT: Selection Committee Recommendation
Complete Streets Improvements and Traffic Impact to Downtown Hicksville
Revitalization – Design Services
RFP# PW-T62500-02D

INTRODUCTION

The Nassau County Department of Public Works (DPW) seeks to initiate a project that will identify traffic calming measures and complete streets opportunities to provide a safer pedestrian environment, improve circulation and provide the necessary infrastructure support for economic development and revitalization in downtown Hicksville. The study area is bound by Old Country Road to the south, Newbridge Road (NY 106) to the west, South Broadway (NY 107) to the east and West John Street to the north. The recommended planning and engineering services contract would be partially funded through the New York Metropolitan Transportation Council's (NYMTC) Unified Planning Work Program (UPWP).

On October 23, 2017, DPW issued a Request for Proposals (the "RFP"), the purpose of which was to solicit proposals from professional engineering and related consulting firms to provide planning and engineering services regarding the preparation of a traffic impact and complete streets assessment in downtown Hicksville, Town of Oyster Bay. The anticipated contract resulting from this solicitation is foreseen to be partially funded through the UPWP, and the contracted firm(s) are required to comply with the requirements of Local Law No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts".

Notice of the RFP was published in Newsday and was made available on the County's eProcurement webpage. On November 20, 2017, proposals from five (5) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

- 1) GPI Greenman-Pedersen, Inc. ("GPI")
- 2) LiRo Engineering, Inc. ("LiRo")
- 3) Nelson & Pope Engineers and Surveyors ("N&P")
- 4) NV5
- 5) WSA USA, Inc. ("WSA")

An RFP evaluation and selection committee (the "Committee") was formed and comprised of the following personnel from DPW:

- Sean Sallie, AICP, Deputy Commissioner
- Harold Lutz, P.E., Director of Traffic Engineering
- Michael Hagan, P.E., Traffic Engineer



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 26, 2018

Page 2

SUBJECT: Selection Committee Recommendation

Complete Streets Improvements and Traffic Impact to Downtown Hicksville
Revitalization – Design Services

RFP# PW-T62500-02D

SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided hard copies of the technical proposals and score sheet template on December 5, 2017. The Committee met on February 2, 2018, to discuss and rank the technical proposals. Firms were given an ordinal ranking (1 representing the highest scoring proposal and 5 representing the lowest scoring proposal) [see Table 1].

Table 1
Technical/Cost Proposal Ranking Matrix

Selection Committee	Technical Proposals				
	GPI	LIRo	NRP	NV5	WSA
Average Technical	85.0	76.3	75.7	88.0	83.3
Technical Rank	2	4	5	1	3
Cost Proposal	\$249,100.00	\$252,151.33	\$260,565.00	\$249,989.00	\$288,900.00
Cost Per Technical Point	\$2,930.59	\$3,303.29	\$3,443.59	\$2,840.78	\$3,466.80

NV5 satisfies the Local Law 14-2002 requirement by utilizing a M/WBE firm in Traffic Databank, as referred in the RFP [see Table 2] and provided the most comprehensive and responsive proposal. NV5's proposal demonstrated superior knowledge, experience and understanding of the project and of the study area environs. NV5 has extensive experience over the years working with the County and their proposed team has previous experience working on similar planning and engineering projects. The Committee did take note of GPI's proposed fee which was lower than the other high-ranked firms. GPI's data collection program was significantly less than NV5's and is the reason for their lower proposed fee. For a project of this magnitude, the Committee felt that GPI's minimal data collection program may not entirely capture the nature of the traffic patterns for the study area. Also, to be noted, NV5 had a lower cost per technical point than any of the other firms.

Table 2
NV5 Proposal W/MBE Utilization

Subconsultant	MBE/WBE	Proposed Staffing & Cost Total
Traffic Databank	MBE	\$21,000.00

CONSISTENCY WITH COUNTY PROCUREMENT POLICY

As mentioned above, the three (3) member Selection Committee was inclusive of professional engineers and planners from the Department of Public Works. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked proposal was identified. Respondent's cost proposals were found to be within the budget allotted in County Capital Plan.

Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive
June 26, 2018
Page 3

SUBJECT: Selection Committee Recommendation
Complete Streets Improvements and Traffic Impact to Downtown Hicksville
Revitalization -- Design Services
RFP# PW-T62500-02D

JUSTIFICATION


The proposed *Downtown Hicksville Revitalization Traffic Impact & Complete Streets Assessment -- Design Services* was bid as a competitive RFP:

1. Estimate of costs was established prior to opening the proposals
2. The award recommendation is being made to the proposal with the highest technical score and lowest cost per technical point of the two highest technically-ranked firms.

RECOMMENDATION

The Committee concluded that NV5's technical proposal met the County's expectation of completeness and quality. The Committee is confident that the NV5 proposal will provide the greatest value to the County. Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with NV5 for planning and engineering services relating to Downtown Hicksville Revitalization Traffic Impact and Complete Streets Assessment. The Committee proposes that a contract for planning and engineering services between the Nassau County Department of Public Works and NV5 be approved for an amount not to exceed \$249,990.00. It is important to note that a portion of the contract fee will be reimbursable through a NYS UPWP grant award. The grant will reimburse the County 80 percent of the consultant fees and in-house staff costs. Of the \$249,990 consultant cost, \$199,992 will be reimbursable and \$32,800 of the \$41,000 for in-house staff will be reimbursable.


The Committee is prepared to discuss its recommendation in further detail, at your convenience.


For Kenneth G. Arnold
Commissioner

KGA:SS:HTL:jd

c: Sean E. Sallie, AICP, Deputy Commissioner
Harold T. Lutz, P.E. Director of Traffic Engineering
Michael Hagan, P.E. Traffic Engineer III

APPROVED:


Brian J. Schneider Date 6/27/18
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

REQUEST TO INITIATE

RTI Number

17-0145

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 OrderProject Title: Downtown Hicksville Traffic Study (LIRR Station Area)Department: Public Works Project Manager: S SallieDate: May 1, 2017Service Requested: Conduct traffic study of Downtown Hicksville

Justification: Nassau County, under the auspices of its Department of Public Works (NCDPW) desires to procure a firm to prepare a technical traffic study and impact analysis for downtown Hicksville in an area bounded by West/East John Street, Newbridge Road, South Broadway and Old Country Road. The proposed study would inform the ongoing To Bay Hicksville downtown rezoning initiative, as well as identify traffic and pedestrian improvements that would enhance walkability and safety. Funding for this study would be requested from the NYMTC Unified Planning Work Program (UPWP).

Requested by: DPW

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment)

Study - \$200,000

Circle appropriate phase

Total Project Cost: \$200,000Date Start Work: 9/1/17Duration: 9/1/18 (12 months)

Includes, design, construction and CM

Phase being requested

Phase being requested

Capital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

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: Sean Sallie, Planning Supervisor

FROM: Office of the Commissioner


DATE: September 18, 2017

SUBJECT: CSEA Sub-Contracting Approval
C17-090
Downtown Hicksville Revitalization Traffic Impact and Complete Street Assessment

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 **C17-090**.

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.


Kenneth G. Arnold
Assistant to Commissioner

KGA:las
c: Harold T. Lutz, Director of Traffic Engineering
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



T6250002D

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: August 14, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract
 Downtown Hicksville Revitalization Traffic Impact and Complete Streets
 Assessment

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:
 Procurement of planning and engineering services to perform a complete streets traffic assessment of the road network and accessory access ways in downtown Hicksville, New York, in coordination with the New York State Department of Transportation and the Town of Oyster Bay. The traffic assessment is expected to support and guide the broader downtown Hicksville revitalization and zoning initiative currently underway by the Town of Oyster Bay. This project is partially funded by a formula grant from the New York Metropolitan Transportation Council (NYMTC).
2. The work involves the following:
 The project will include an assessment of current traffic volumes, pedestrian activity, accident data and travel lane/intersection geometry. Existing conditions will be analyzed and recommendations will be developed. Key phases include data collection (traffic volume counts, accident records, roadway geometry and record plans), existing and future traffic modeling, public outreach, infrastructure improvement recommendations and draft/final written report.
3. An estimate of the cost is: \$200,000.00
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: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold
 Assistant to Commissioner

KGA:WSN:ac

- c: Christopher Fusco, Director, Office of Labor Relations
 Brian Libert, Deputy Director, Office of Labor Relations
 Ernst Bonaparte, Deputy County Attorney
 William S. Nimmo, Deputy Commissioner
 Harold T. Lutz, Director of Traffic Engineering
 Diane Pyne, Unit Head, Human Resources Unit
 Sean Sallie, Planning Supervisor
 Loretta Dionisio, Hydrogeologist II
 Jonathan Lesman, Management Analyst II



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Stephen Normandin, Managing Director

8/6/18

Name and Title of Authorized Representative

m/d/y


Signature

8/6/18

Date

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

Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747

Address of Organization

Instructions for Certification

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2018

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

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

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
INSURED NV5INC0-01 NV5 New York - Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville NY 11747	E-MAIL ADDRESS: certificates@cavignac.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company	
	INSURER B: Continental Casualty Co.	
	INSURER C: Continental Insurance Company	
	INSURER D: National Fire Ins. Hartford	
	INSURER E: Berkley Insurance Company	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1427296949

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 <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	6057040530	5/1/2018	5/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$0
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6057040575	5/1/2018	5/1/2019	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 DED <input checked="" type="checkbox"/> RETENTION \$0		6057187219	5/1/2018	5/1/2019	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
D	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 N N/A	6057040561	5/1/2018	5/1/2019	<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
E A	Professional Liability Bus. Personal Property		AEC902036602 6057040530	5/1/2018 5/1/2018	5/1/2019 5/1/2019	Ea. Claim/Aggregate Limit \$10 Mil / \$20 Mil \$9,995,000

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

Re: NCDPW Downtown Hicksville Traffic Impact and Complete Streets Assessment. Additional Insured coverage applies to General Liability for Nassau County Department of Public Works per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit. Property - Special form, replacement cost.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.


This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Exhibit C

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors Federal Identification Number: 13-2849354
 Address: 40 Marcus Drive, Suite 201 Solicitation Number: RFP No. PW-16250002D
 City, State, Zip Code: Melville, NY 11747 Telephone Number: (631) 891-3200
 Region/Location of Work: Nassau County, NY M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. Traffic Databank, LLC	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	20-5008838	Data Collection	\$21,000
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).				
PREPARED and APPROVED BY:				
NAME AND TITLE OF PREPARER (Print or Type): Stephen Normandin, P.E.				
Signature:  Authorized Signature				
DATE: 11/20/17				
TELEPHONE NO: (631) 891-3202				
EMAIL ADDRESS: Stephen.Normandin@nv5.com				
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.				
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:				
Contract No:				
Contract Award Date:				
Estimated Date of Completion:				
Amount Obligated Under the Contract:				
NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:				
NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:				