



E-177-19

NIFS ID:CLIT19000006**Department: Information Technology****Capital:**

SERVICE: GIS

Contract ID #:CQIT15000004

NIFS Entry Date: 31-MAY-19

Term: from 21-AUG-19 to 20-AUG-20

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

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

Vendor Info:	
Name: Gayron de Bruin Land Surveying & Engineering, P.C.	Vendor ID#: 274429063-01
Address: 88 Duryea Road Melville, NY 11747	Contact Person: Christine Gayron
	Phone: 516-579-3111 ext 117

Department:
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-9920

Routing Slip

Department	NIFS Entry: X	06-JUN-19 -- CCAPOLONGO
Department	NIFS Approval: X	06-JUN-19 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	10-JUN-19 -- IQURESHI
OMB	NIFS Approval: X	06-JUN-19 -- SDEWS
County Atty.	Insurance Verification: X	06-JUN-19 -- AAMATO
County Atty.	Approval to Form: X	06-JUN-19 -- MMISRA
CPO	Approval: X	01-JUL-19 -- KOHAGENCE

DCEC	Approval: X	02-JUL-19 -- JCHIARA
Dep. CE	Approval: X	15-JUL-19 -- HWHILLIAMS
Leg. Affairs	Approval/Review: X	09-AUG-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. Enterprise GIS is a geographic information system that is integrated through an entire organization so that a large number of users can manage, share, and use spatial data and related information to address a variety of needs, including data creation, modification, visualization, analysis, and dissemination. In Nassau County's case the Enterprise GIS is used across multiple agencies to track assets, capital projects, incidents of multitude, and manage cadastral datasets to name a few use cases. The purpose is to exercise the renewal of the term from 8-21-2019 to 8-20-2020, as per contract. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training.</p>
<p>Method of Procurement: RFP</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on 4/4/2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LIST net websites. Proposals were due on 5/5/2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Berjarano, Anthony Paganini, Jim Slevin, and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected. This vendor is certified WBE in Nassau/Suffolk/NYS and a certified Federal WOSB.</p>
<p>Description of General Provisions: Task 1 GIS Support Services:</p> <ol style="list-style-type: none"> 1. On-call user support including problem resolution. 2. Data maintenance as required or as directed by the County. 3. New application development and continuing application development on work previously completed and on work in progress. 4. Systems administration and support. 5. Support for implementing software upgrades.
<p>Impact on Funding / Price Analysis: N/A</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted)</p>

Advisement Information

BUDGET CODES	
Fund:	ITGEN1000
Control:	
Resp:	
Object:	DE505
Transaction:	
Project #:	
Detail:	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
03	ITGEN1000/DE505	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01



Nassau County Interim Finance Authority

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

1. Vendor: Gayron de Bruin Land Surveying & Engineering, P.C.

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

Amount to be encumbered: \$.01

This is a Amendment

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

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

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

3. Contract Term: 8/21/2019-8/20/2020

Has work or services on this contract commenced? Y _____

If yes, please explain: Ongoing GIS services.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

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/A

Has NIFA approved the borrowing for this contract?

N/A

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

Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS support to further this development. The purpose is to exercise the renewal of the term from 8-21-2019 to 8-20-2020, as per contract. There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched, the system will deliver a GIS map at the same time. 2) DPW takes GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partner outside Nassau County government. The services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development, and training.

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

Nassau County Attorney as to form

Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

IQURESHI

10-JUN-19

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. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND GAYRON DE BRUIN LAND SURVEYING AND ENGINEERING, P.C. (“GAYRON”).

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gayron for GIS-related support services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

Jack Schnirman
Comptroller



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

CGIT15000004
Amendment
CLIT19000006

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: Gayron de Bruin Land Surveying & Engineering, P.C.

CONTRACTOR ADDRESS: 88 Durvea Road, Melville, NY 11747
11023

FEDERAL TAX ID #: 27-4429063

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 _____. Potential proposers were made aware of the availability of the RFP by advertisement in _____, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of:

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

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

The contract was originally executed by Nassau County on August 21, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP. The original contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LIST net websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Berjarano, Anthony Paganini, Jim Slevin, and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking, four vendors were selected.

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

6-3-19

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?

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Alison Cataldo [MARKETING@GAYRONDEBRUIN.COM]

Dated: 06/21/2019 10:57:14 AM

Vendor: Gayron de Bruin Land Surveying and
Engineering, P.C.

Title: Director of Marketing

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: Christine Gayron, LS
Date of birth: 08/28/1977
Home address: 50 Main Street
City: Farmingdale State: NY Zip Code: 11735
Business Address: 88 Duryea Road
City: Melville State: NY Zip Code: 11747
Telephone: (516) 579-3111
Other present address(es): 12 N Main Street
City: Honeoye Falls State: NY Zip Code: 14472
Telephone: (585) 484-8100
List of other addresses and telephone numbers attached

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

President	<u>12/10/2010</u>	Treasurer	
Chairman of Board		Shareholder	<u>12/10/2010</u>
Chief Exec. Officer		Secretary	<u>12/10/2010</u>
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Christine Gayron, LS owns a 51% share of the business submitting this questionnaire

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If "Yes", provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

I, Christine Gayron, LS , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Gayron de Bruin Land Surveying and Engineering, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christine Gayron, LS [CGAYRON@GAYRONDEBRUIN.COM]

President
Title

06/16/2019 08:28:34 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gregory J. de Bruin
Date of birth: 08/31/1953
Home address: 7 Hiawatha Lane
City: Setauket State: NY Zip Code: 11733
Business Address: 88 Duryea Road, Floor 1
City: Melville State: NY Zip Code: 11747
Telephone: (516) 805-4118
Other present address(es): _____
City: Melville State: NY Zip Code: 11747
Telephone: (516) 805-4118
List of other addresses and telephone numbers attached _____

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

President	_____	Treasurer	<u>12/10/2010</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>12/10/2010</u>		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

I won 39% of the shares.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

I own 25% of a realty corporation named Nanjim Realty Corp. It used to own the building that Gayron de Bruin rented space in. The building has since been sold and we are in the process of dissolving the corporation.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

I, Gregory J. de Bruin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Gayron de Bruin Land Surveying and Engineering, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Gregory J. de Bruin [GDEBRUIN@GAYRONDEBRUIN.COM]

Senior Vice President
Title

06/14/2019 03:31:28 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Jason R. Graf, LS
Date of birth: 05/14/1981
Home address: 1896 Russell Street
City: Bellmore State: NY Zip Code: 11710
Business Address: 88 Duryea Road
City: Melville State: NY Zip Code: 11747
Telephone: (516) 579-3111
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
List of other addresses and telephone numbers attached _____

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2015</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Jason R. Graf, LS owns a 10% share of the business submitting this questionnaire.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

I, Jason R. Graf, LS , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Gayron de Bruin Land Surveying and Engineering, PC
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jason R. Graf, LS [JGRAF@GAYRONDEBRUIN.COM]

Vice President
Title

06/14/2019 03:03:22 PM
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/13/2019

1) Proposer's Legal Name: Gayron de Bruin Land Surveying and Engineering, P.C.

2) Address of Place of Business: 88 Duryea Road

City: Melville

State: NY

Zip Code: 11747

Address	City	State	Zip Code	Country	Start Date	End Date
12 N Main Street	Honeoye Falls	NY	14472		01-JAN-18	
11 Union Avenue	Bethpage	NY	11714			31-DEC-18

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Does the business own or rent its facilities? Rent _____ If other, please provide details: _____

4) Dun and Bradstreet number: 967976791

5) Federal I.D. Number: 27-4429063

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details: _____

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details: _____

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

YES ☐ NO ☒ If yes, please provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists
- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
No conflict exists. If any potential for a conflict of interest presents itself, GdB will eliminate this conflict in order to assure the County of no conflicts.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

12/10/2010

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Gayron de Bruin Land Surveying and Engineering, PC is owned by Christine Gayron (51%), Gregory J. de Bruin (39%) and Jason Graf (10%).

Christine Gayron, President, Secretary
50 Main Street
Farmingdale NY 11735

Gregory J. de Bruin, Senior Vice President, Treasurer
7 Hiawatha Lane
Setauket NY 11733

Jason Graf, Vice President
1896 Russell Street

Bellmore NY 11710

iii) Name, address and position of all officers and directors of the company. If none, explain.

Christine, Gregory, and Jason are the only officers and owners of the company.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

56

vi) Annual revenue of firm;

9800000

vii) Summary of relevant accomplishments

See attachment

B. Indicate number of years in business.

9

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

See our Firm Introduction for more information on our firm and its reliability/capacity to perform the work of this contract for Nassau County.

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

Company Nassau County Department of Public Works

Contact Person Brian Schneider

Address 1100 Prospect Avenue

City Westbury State NY

Telephone (516) 571-6817

Fax #

E-Mail Address bschneider@nassaucountyny.gov

Company Town of Oyster Bay Engineering Department

Contact Person Matt Russo, PE

Address 150 Miller Place

City Syosset State NY

Telephone (516) 677-5719

Fax #

E-Mail Address mrusso@oysterbay-ny.gov

Company NYSDOT Region 10

Contact Person Louis Visconti, LS - Director of Survey

Address 250 Veterans Memorial Highway

City Hauppauge State NY

Telephone (631) 952-6686

Fax #

E-Mail Address Louis.Visconti@dot.ny.gov

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

I, Alison Cataldo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Gayron de Bruin Land Surveying and Engineering, P.C.

Electronically signed and certified at the date and time indicated by:
Alison Cataldo [MARKETING@GAYRONDEBRUIN.COM]

Director of Marketing
Title

06/18/2019 04:35:47 PM
Date

BUSINESS HISTORY ATTACHMENT FORM

A. For a detailed description of our professional qualifications, see the attached Firm Introduction.

- i) Gayron de Bruin Land Surveying and Engineering, PC was formed on December 10, 2010. On January 1, 2012, it merged with DeBruin Geomatics, LS, PE, PC. As part of the merger, DeBruin Geomatics, which was formed in 2008, was assumed into Gayron de Bruin and no longer does business under the name DeBruin Geomatics. DeBruin Geomatics was owned 100% by Gregory de Bruin. Prior to that, Gregory was the senior partner in A. James de Bruin & Sons, LLP, which was formed in 1996. Prior to that, the firm was operated as a sole proprietorship under the name A. James de Bruin, Gregory's father. Christine Gayron started work for A. James de Bruin & Sons in the year 2000. While still working with DeBruin Geomatics, she formed CG Mapping in 2009, to provide mapping services to clients that were not served by DeBruin Geomatics. CG Mapping no longer operates as a business. Recently, Christine and Gregory added Jason Graf, LS to the executive board. Together, Christine, Gregory and Jason bring more than 60 years of combined experience in Land Surveying, Civil Engineering, and Geographic Information Systems (GIS).
- ii) Gayron de Bruin Land Surveying and Engineering, PC is owned by Christine Gayron (51%), Gregory J. de Bruin (39%) and Jason Graf (10%).

Christine Gayron, President, Secretary
50 Main Street
Farmingdale NY 11735

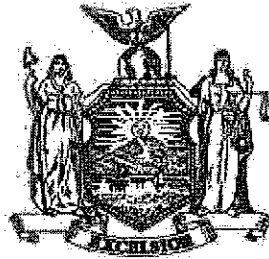
Gregory J. de Bruin, Senior Vice President, Treasurer
7 Hiawatha Lane
Setauket NY 11733

Jason Graf, Vice President
1896 Russell Street
Bellmore NY 11710

- iii) Christine, Gregory, and Jason are the only officers and owners of the company.
- iv) Gayron de Bruin is a New York State Professional Corporation.
- v) We have 50 employees in the firm.
- vi) Annual revenue for 2017 was \$6,642,462. Anticipated revenue for 2018, based on backlog and staffing, is \$9,800,000.
- vii) See following page for summary of relevant accomplishments.
- viii) Copies of our current licenses and registrations are attached.

B. Gayron de Bruin has been in business for 8 years. Its predecessor firms go back to 1964.

C. See our Firm Introduction for more information on our firm and its reliability/capacity to perform the work of this contract for Nassau County.



NEW YORK STATE MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") CERTIFICATION

Empire State Development's Division of Minority and Women's Business
Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Gayron De Bruin Land Surveying and Engineering P.C

Certification Awarded on: September 29, 2015

Expiration Date: September 29, 2018

File ID#: 54852-WBE



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

Christine Gayron

From: Davis, Jamon (ESD) <Jamon.Davis@esd.ny.gov>
Sent: Friday, September 28, 2018 11:17 AM
To: Christine Gayron
Subject: Gayron de Bruin Land Surveying and Engineering P.C - Recertification Application

To Whom It May Concern;

Please note that **Gayron de Bruin Land Surveying and Engineering P.C** applied for Certification on **8/23/2018**. Their current Certification is **still pending until the final decision is made**. Due to our re-certification policy, their certification remains active. If his/her certification is approved they will remain in our database as active and can continue to conduct business as usual. To check their active status please go to our website at <https://ny.newnycontracts.com>; click the **SEARCH THE DIRECTORY** button and input the name of their business. The firm's status will appear at the **bottom of the page**. If you see the business name at the bottom of the page, this means it is **active**. Please feel free to contact the **MWBE Help Desk at 212-803-2414**, if you should need further assistance.

Best regards,

Jamon Davis

JAMON DAVIS
Certifications Specialist
633 3rd Avenue New York, NY 11017
[Website](#) [Email](#)

IMPORTANT: This e-mail message and any attachments contain information intended for the exclusive use of the individual(s) or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please immediately notify the sender by electronic mail or notify the System Administrator by telephone (518)292-5180 or e-mail (administrator@esd.ny.gov) and delete the message. Thank you.

**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

GAYRON DE BRUIN LAND SURVEYING AND ENGINEERING PC
11 UNION AVENUE
BETHPAGE, NY 11714-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
12/01/2016 TO 11/30/2019.

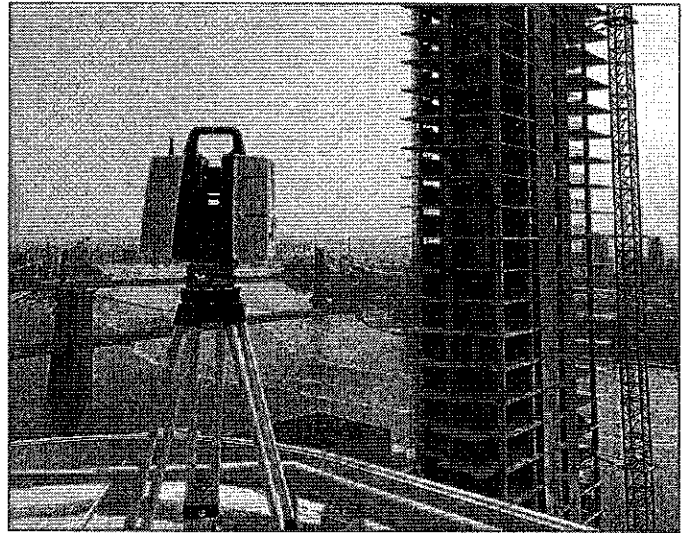
CERTIFICATE NUMBER
0013485



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

Firm Introduction

Gayron de Bruin Land Surveying and Engineering, PC (GdB) is an industry leader providing geospatial services to A/E/C professionals, government agencies, and the general public. The company history dates to the 1960's, and our geospatial services started in the 1990's. For the past two years GdB was ranked as one of the top 100 geospatial companies throughout the United States by *Point of Beginning* magazine (www.POBonline.com). GdB has been awarded the 2017 *SmartCEO Long Island Future 50 Award*, recognizing the firm as one of fifty of the fastest growing mid-size firms on Long Island. GdB was recently inducted into the ArcGIS Online specialty, which is reserved for only the most competent GIS users. GdB is also a certified ESRI Business Partner, which exposes us to the latest GIS technology, and ESRI developers.

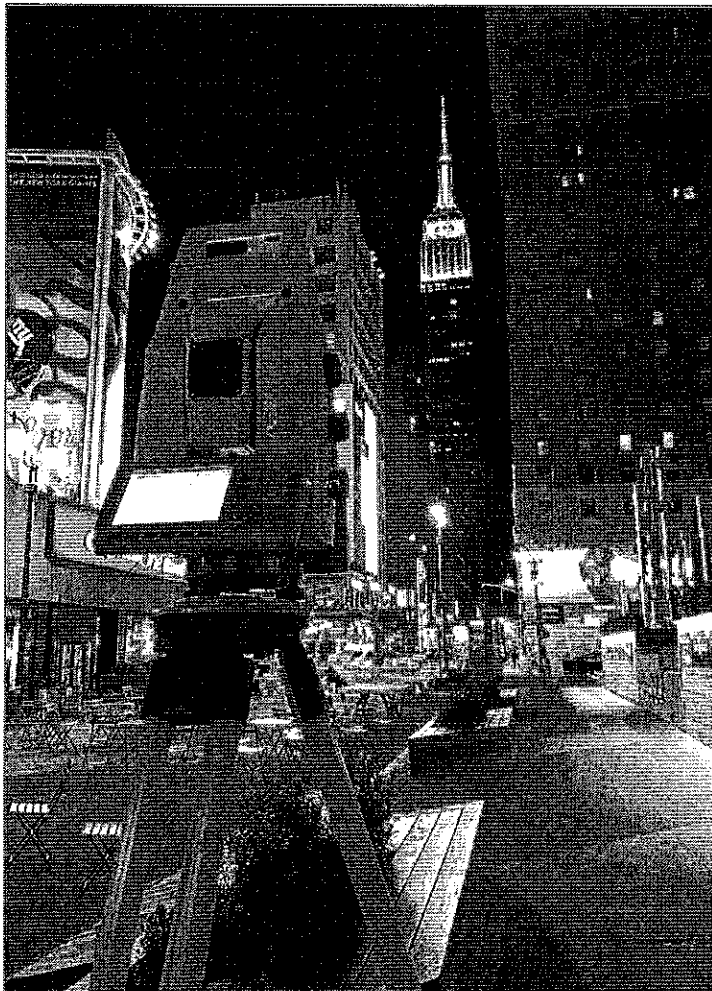


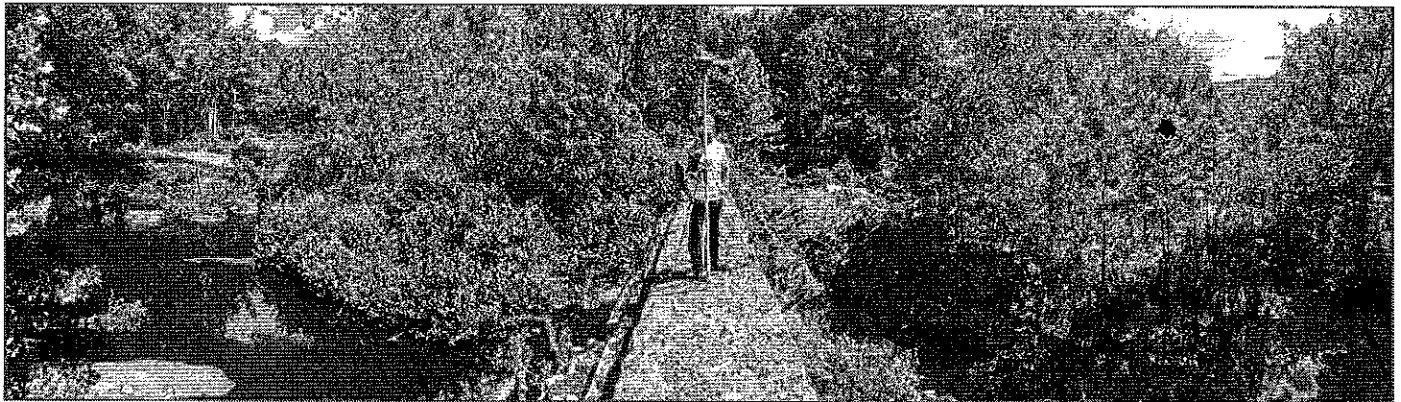
Firm History

Gayron de Bruin Land Surveying and Engineering, PC was formed in 2010 by Christine Gayron, LS and Gregory J. de Bruin, LS, PE with predecessor firms dating back to the 1960's. Recently, Christine and Greg added Jason Graf, LS to the executive board. Together, Christine, Greg and Jason bring more than 60 years of combined experience in Land Surveying, Civil Engineering, and Geographic Information Systems (GIS).

Resources

The staff at Gayron de Bruin consists of 56 professionals including 11 licensed Land Surveyors, one of whom is also a licensed Professional Engineer. GdB operates two offices servicing all of New York State, with headquarters in Melville and a branch office in Honeoye Falls. We run nine field crews daily and our office technicians are proficient in CAD and GIS. Every project is managed by a licensed professional. Equipment and software used include the following: Leica ProScan Mobile Laser Scanning Platform, Leica ScanStation P20 Long Range 3D Terrestrial Laser Scanner, Leica Robotic Total Stations, Digital Levels with invar rods, Leica dual frequency GPS Systems, AutoCAD, MicroStation/InRoads, Civil 3D, Carlson Survey and Carlson Civil, Depthsounder with HyPack Software, ESRI ArcGIS. GdB specializes in production of plans employing as much customization and automation possible, the output being various agency CAD requirements. We have systems set up to work natively with the specific symbology standards set forth by a variety of clients. The result is seamless data integration resulting in time and cost efficiencies.





Certifications

New York State WBE
New York City WBE
Nassau County WBE
Suffolk County WBE
Port Authority WBE
Federal WOSB

Surveying Services

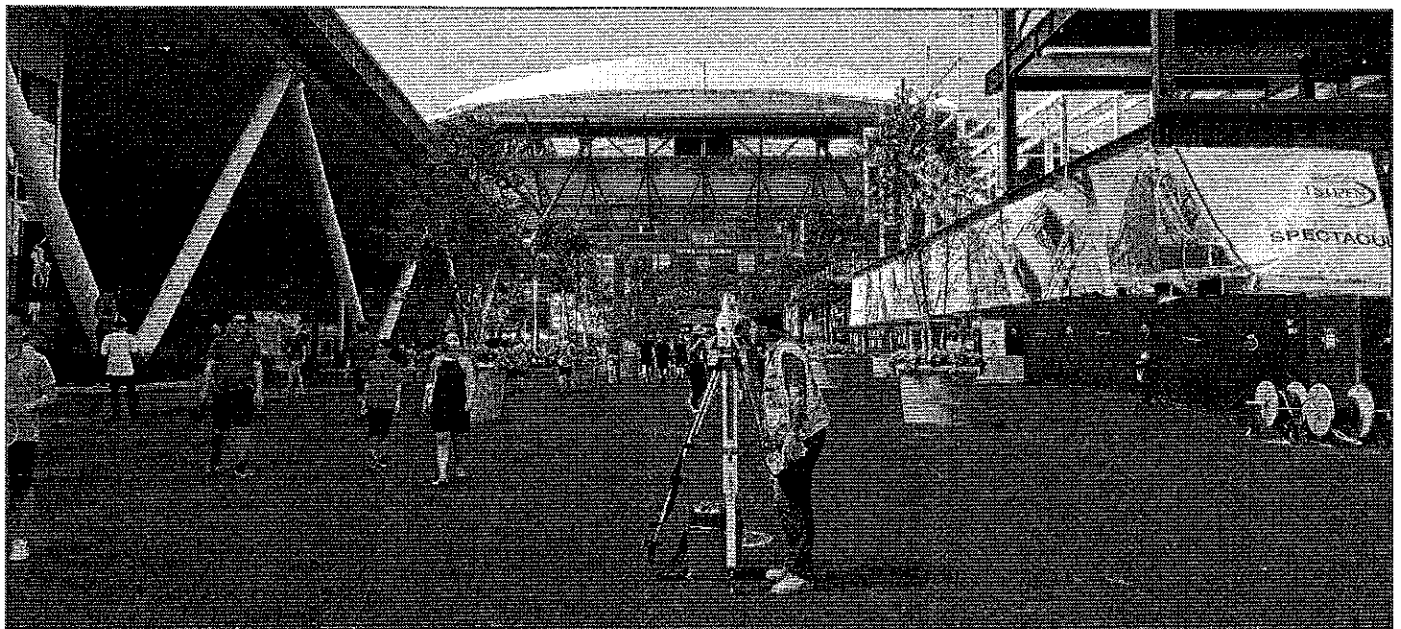
High Accuracy Control Surveys
Topographic Pre-Design Surveying
Boundary & Right-of-Way Line Surveying
CAD Drafting
GIS - Including Web App Development
LiDAR - Terrestrial, Aerial, and Mobile
Hydrographic Surveying
Utility Locating and Mapping
Construction Surveying
Elevation Certificates
Drone (sUAS) Photography and Mapping

Engineering Services

Civil Site Design
Utility Infrastructure Design
MPT Design
Construction Management
Construction Inspection
CAD Production

Point of Contact for Marketing or Proposal Inquiries:

Alison Cataldo, Proposal Manager: ACataldo@Gayrondebruin.com
Evan Pilnick, Marketing Coordinator: EPilnick@Gayrondebruin.com
General GdB Marketing: Marketing@Gayrondebruin.com



Relevant Experience

Key Project Elements

Individual Outfall Inspections
Feature Linked Photography
Mobile GIS Data Collection
In-office Progress Tracking
ESRI Web Application Builder

Owner

County of Nassau
Department of Public Works
Westbury, NY

Client

D&B Engineers and Architects, P.C.

Contact

Steven A. Fangmann
Executive Vice-President
D&B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, New York 11797
516.364.9892
sFangmann@db-eng.com

Firm Responsibility Cost

\$185,000

Period of Work Performed

2014, 2016, 2018 (In Progress)

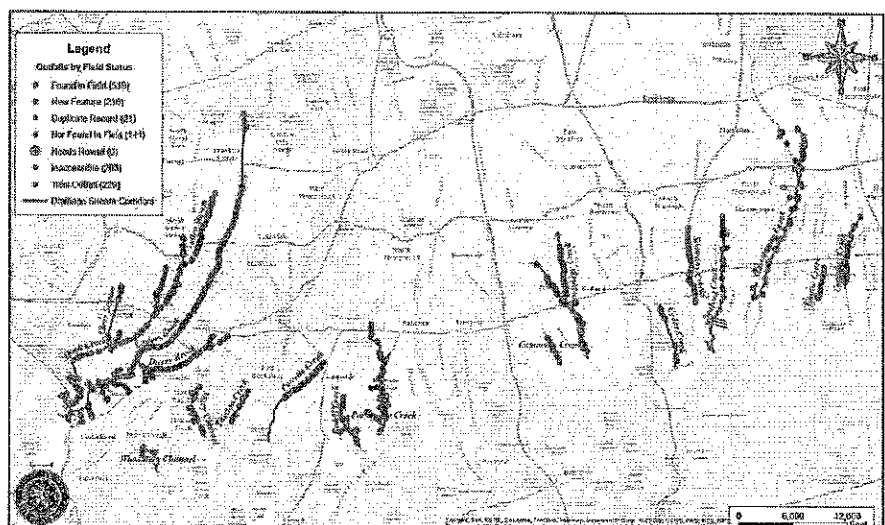
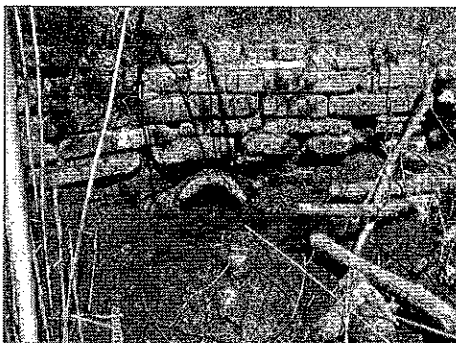
Watershed Inspection Outfall Reconnaissance Inventory Nassau County, NY

The South Shore of Nassau County makes full use of local natural drainage to aid in storm water management. Storm Water assets are independent from Sanitary and are not subject to wastewater treatment. Under this contract, GdB was hired as a sub consultant to aid in the Outfall Reconnaissance Inventories (ORI's) of 22 streams and their respective watersheds. Carefully inspecting over 1100 individual drainage outfall structures, data collection teams documented condition, presence of illicit discharge and general stream health.

For this task, Gayron de Bruin provided custom mobile GIS data collection to inspect, document and photograph each individual outfall. Using this method, office management is able to track progress and communicate with field crews in a moment's notice. Field Data Reports were provided for each Watershed, including maps, datasheets and photographic documentation.

As an additional service, Gayron de Bruin used the most current set of New York State provided Orthophotography to update each Stream Corridor to better reflect current geography.

ArcGIS Online and the Collector for ArcGIS application were used across multiple field crews to collect and report data in real time. Managers and NCDPW employees could follow progress and report issues and illicit discharge immediately as it was found. A custom web application was built to find, filter and report, increasing workflow productivity and communication.



Relevant Experience

Key Project Elements

GIS
Sanitary and Storm Sewer Investigation
Highway and Sewer Profiles
GPS and Total Station Surveying
Elevation Reporting

Project Owner

Nassau County
Department of Public Works
Nassau County, NY

GOSR Funded

Contacts

Nelson & Pope Engineers and Surveyors
Russell Scott, P.E.
631.427.5665 x 213
rscott@nelsonpope.com

Firm Responsibility Cost

\$65,000

Period of Work Performed

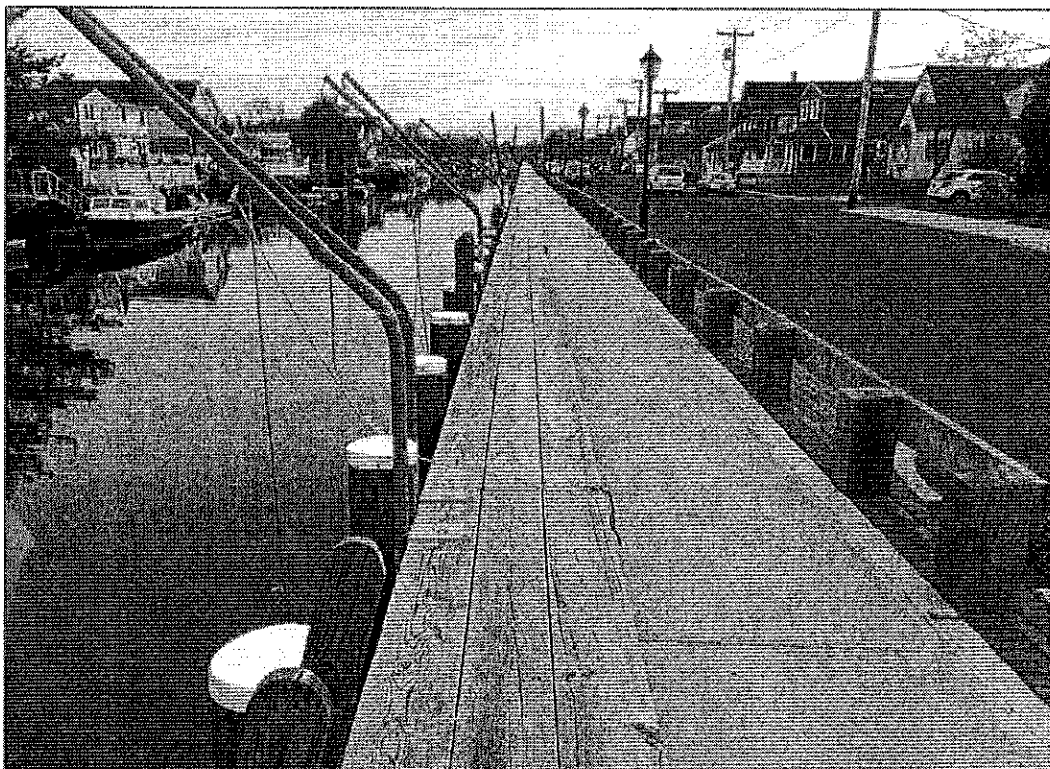
2016

Drainage Improvement Study Bay Park / East Rockaway, Nassau County, NY

Gayron de Bruin (GdB) worked as sub consultant on this project tasked with taking inventory of existing drainage facilities within the Bay Park/East Rockaway Area. GdB located and obtained rim and invert elevations using GPS RTK technology of the visible and accessible drainage structures, including but not limited to catch basins, leaching structures and manholes. A numbering system was implemented to assist in the future identification to the drainage facilities. There were approximately 1,225 manholes and catch basins.

GdB also took inventory of approximately 90 outfall locations within the Bay Park / East Rockaway area. GdB located and obtained outfall pipe invert and top of bulkhead elevations using GPS RTK technology of the visible and accessible outfall locations. This project was completed on time and within budget.

This project was funded through the Governor's Office of Storm Resiliency



88 Duryea Road | Melville, NY 11747 | 516.579.3111
12 N Main Street | Honeoye Falls, NY 14472 | 585.484.8100
www.gayrondebruin.com

Relevant Experience

Key Project Elements

GIS
Sanitary and Storm Sewer Investigation
GPS and Total Station Surveying
Elevation Reporting

Project Owner

Nassau County DPW
Nassau County, NY

GOSR Funded

Contact

LK McLean Associates
Raymond G. DiBiase, PE, PTOE, PT
Executive Vice President
631.286.8668
rdibiase@lkma.com

Firm Responsibility Cost

\$50,000

Period of Work Performed

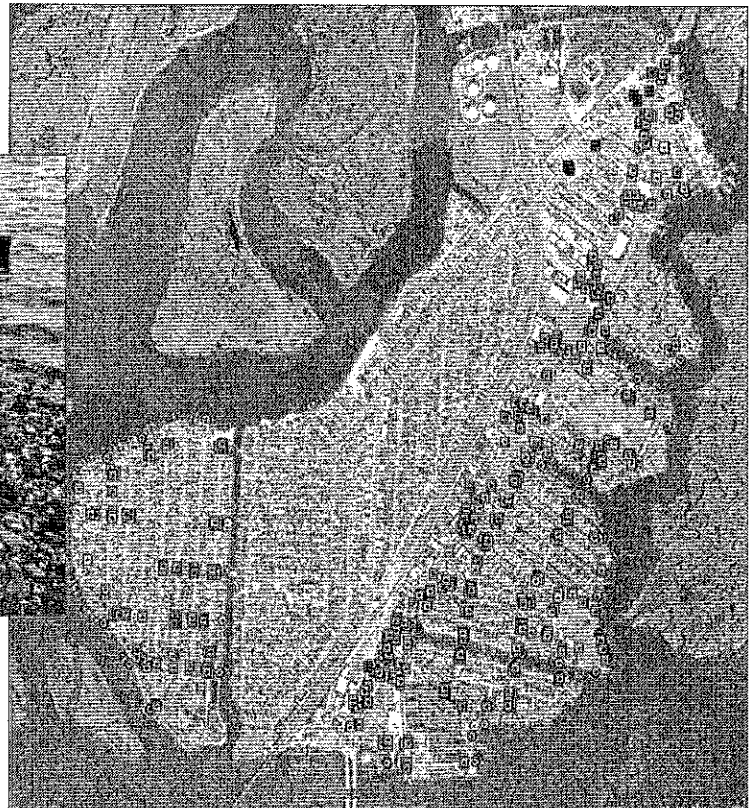
2016

Drainage Improvement Study Barnum Island / Harbor Isle, Nassau County, NY

As a sub consultant to LK McLean Associates, Gayron de Bruin was tasked with the survey portion of a large-scale drainage study on Barnum Island and Harbor Isle. As part of the drainage study, GdB was responsible for the inventory of existing drainage assets including Catch basins, Manholes, Leaching structures and outfalls.

At each of the approximately 500 Manholes, Catch Basins and 50 Outfalls, GdB collected various required data including outfall pipe inverts, top of bulkhead elevations. Using various methods, including but not limited to RTK GPS and Robotic Total Stations, GdB collected all data, implemented quality control while delivering the project on time and within budget.

This project was funded through the Governor's Office of Storm Recovery.



Relevant Experience

Key Project Elements

GNSS and Total Station Control
GPS and Total Station Surveying
Topographic Surveying
DTM Generation
Boundary Surveying
Plan and Profile

Owner

Nassau County DPW

Contact

Robert W. de Bruin PE,
de Bruin Engineering, PC
rdebruin@debruinengineering.com
516.513.1313

Firm Responsibility Cost

\$24,000

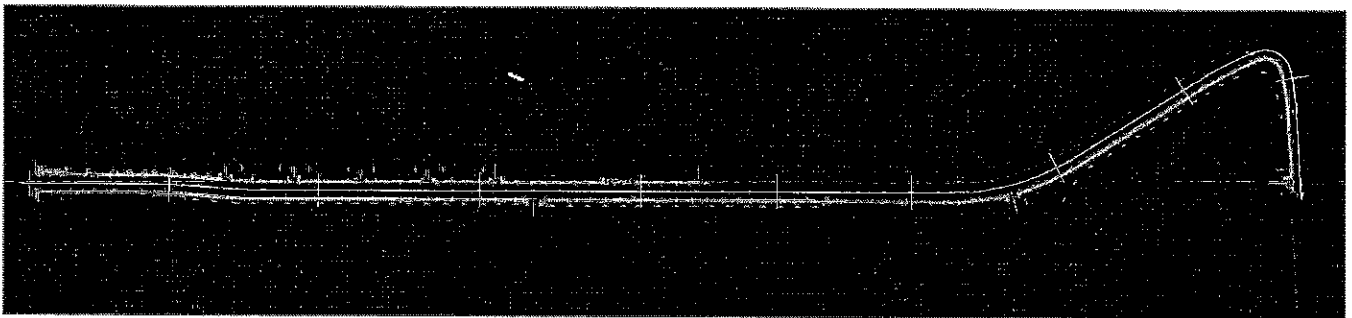
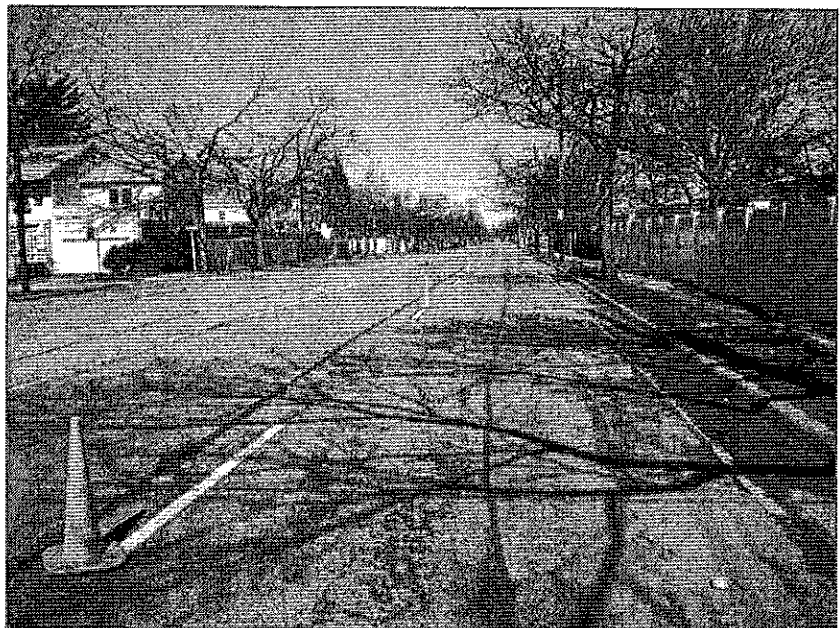
Period of Work Performed

2011

Branch Boulevard Sidewalk Improvements Woodmere, NY

This is a Nassau County DPW project to replace the sidewalks and curbs which have been severely heaved by tree growth.

For this project, GdB provided survey control, bench marks, property lines and a topographic survey to be used for the design of the sidewalks and curbs. We used GPS, robotic total station, and digital level to set high accuracy control. We performed the topographic survey for more than one mile of roadway at a rate of 1,200 linear feet per day. We delivered plan and profile drawings along with a digital terrain model (DTM).



Relevant Experience

Key Project Elements

Paper Drawing Organization
Heads-up Digitizing
GIS Design
GIS Data Creation
DBMS Programming
Data Integrity
CAD and GIS Data Exchange

Owner

Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

Contact

Joseph Davenport
Chief Sanitary Engineer
516.571.7515

Firm Responsibility Cost

\$93,000

Period of Work Performed

2011

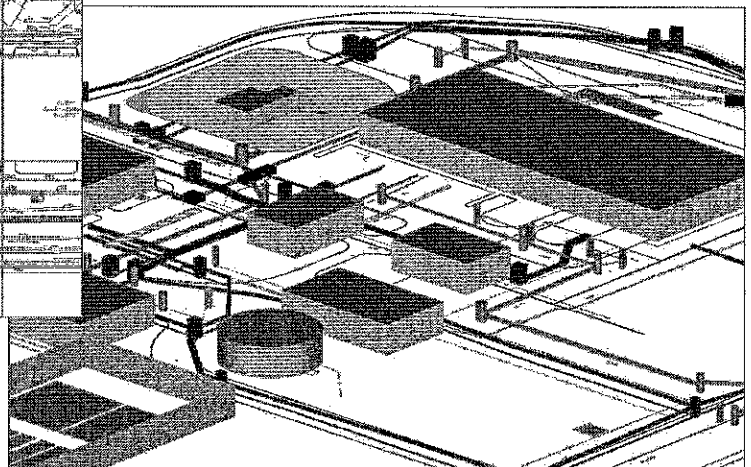
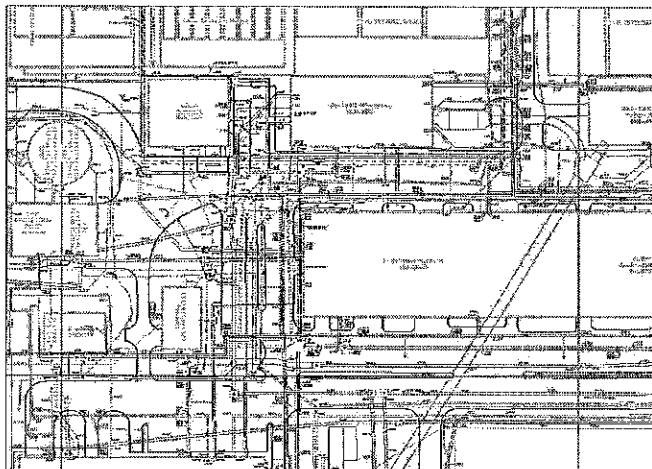
Nassau County Sewage Treatment Plant Yard Piping Mineola, NY

The three sewage treatment plants that service the majority of Nassau County cover 269 acres of land and 140 years of construction history combined. None of the plants had a base map that anyone would call up to date, and the underground utilities remained a mystery; locked away in 12,000 sheets worth of construction drawings and as-builts. Our job was to create an up to date picture of the underground utilities at each plant for use in CAD (3D) and GIS.

Gayron de Bruin provided personnel to search 4 separate county facilities for record plans. Those record plans (more than 150 contracts and 12,000 sheets) were cataloged for future reference and, since scanning these records was not feasible for budgetary reasons, we digitized pertinent information directly from the paper records at the client's facilities (using our workstations).

Contract outlines were drawn in GIS allowing users to spatially query what contract performed work in a particular area of each plant.

In addition to the CAD files and GIS feature classes, PDF files were delivered with full CAD layer integration, as atlas books. We added hyperlinks to the index page so a user can jump directly to any atlas sheet. We also added additional links at the match lines of each atlas sheet to allow the user to jump to an adjacent sheet and navigate quickly around the site without needing CAD or GIS software.



Relevant Experience

Key Project Elements

- Scanning Record Drawings
- Heads-up Digitizing
- GIS Design
- GIS Data Creation
- DBMS Programming
- Data Integrity
- CAD/GIS Data Exchange

Owner

Nassau County DPW
1194 Prospect Avenue
Westbury, NY 11590

Contact

Kenneth Arnold
Assistant to the Commissioner
516.571.9607

Firm Responsibility Cost

\$165,000

Period of Work Performed

2003 and 2011

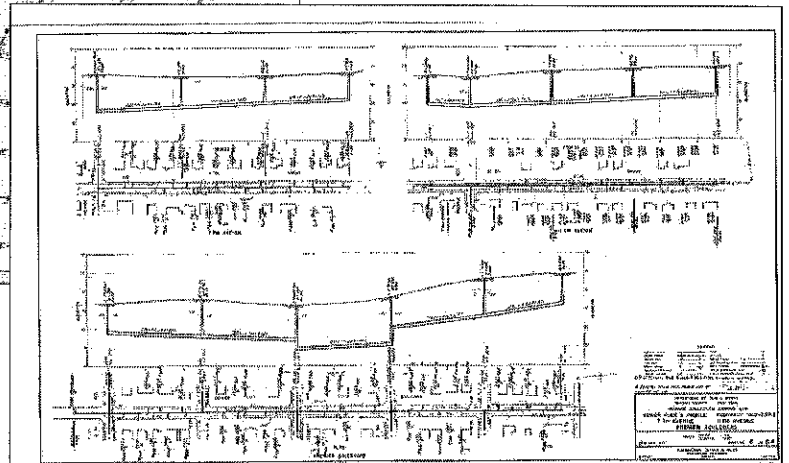
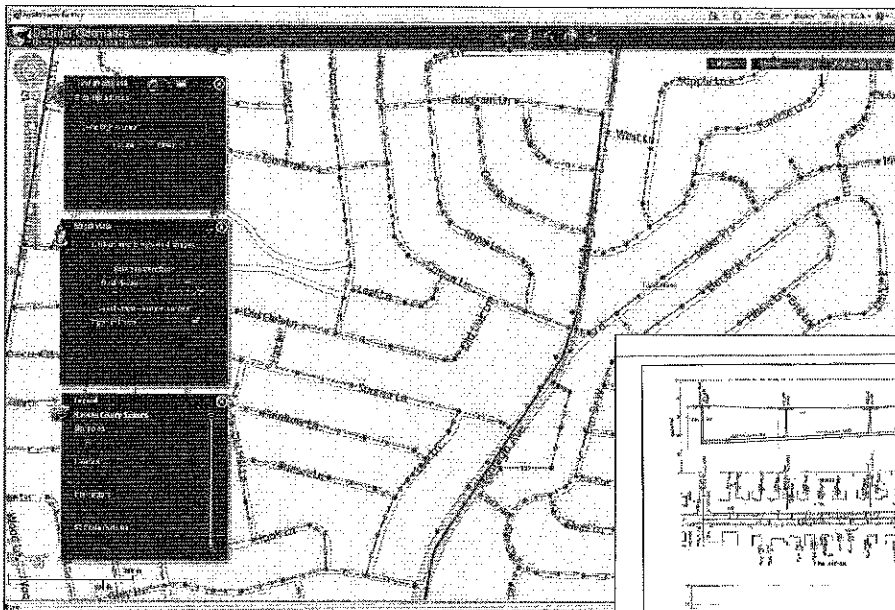
Nassau County Sewer Scanning & Digitizing Mineola, NY

The Gayron de Bruin team was contracted to convert 10,000 50'-scale sewer as-built drawings to digital format and scan and digitize 300 200'-scale index drawings.

At the client's office, all drawings were scanned and attribute data was entered in the database. The drawings were sent back to our office each night and were run through our quality control process. The checked files were loaded on the client's server and were accessible, during the life of the project, across their wide area network via a Microsoft Access application.

The 300 index drawings were geo-referenced to the State Plane Coordinate System, using a GIS street centerlines layer received from the County. All manholes were digitized and the line work was captured by linking to the associated manholes. All attribute data was captured under program control. Numerous quality control applications were written to check data integrity.

The checked and cleaned final datasets (70,000 manholes, 22 pump stations, 2600 miles of pipe, 10,000 sheet outlines, and a table of 140 contracts) were delivered to the County and are currently being used as the graphical interface to the county-wide Sewer Maintenance System. The scanned images and associated Access application are widely used throughout various county offices.



Relevant Experience

Key Project Elements

- Hydrographic Surveys
- GPS Control
- Total Station Traverses
- Digital Level Runs
- Topographic Mapping
- Data Reduction
- DTM Generation
- Property Line Mapping
- Subsurface Investigation
- Utility Mapping

Owner

Nassau County Department of Public Works
1550 Franklin Avenue
Mineola, NY 11501

Contact

Kenneth Arnold, PE
Sanitary Engineer
516.571.6850
karnold@mail.co.nassau.ny.us

Firm Responsibility Cost

\$190,000

Period of Work Performed

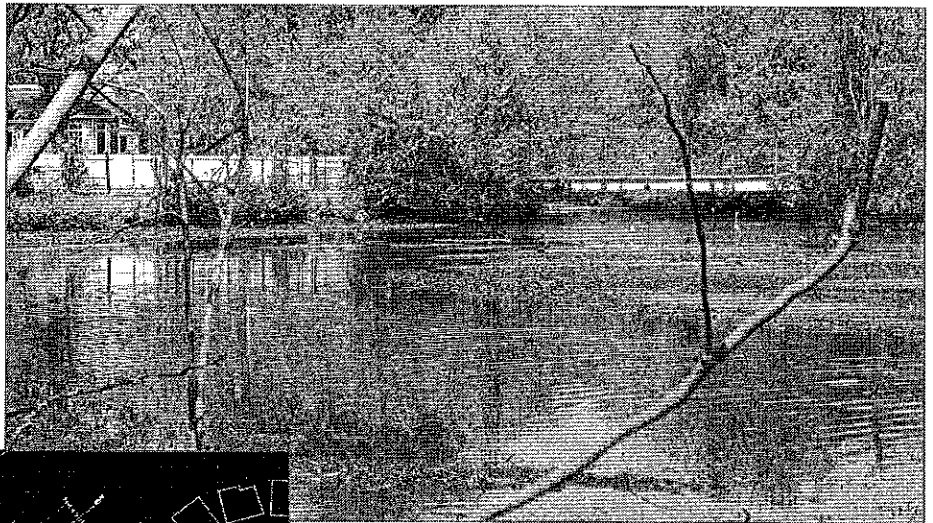
2008 to 2011

Nassau County Water Bodies

GdB performed topographic and hydrographic surveys of 4 ponds in Nassau County Parks in need of dredging. The four ponds surveyed were as follows:

- Merokee Pond – 8 acres
- Cedar Pointe Lake – 36 acres
- Twin Ponds – 1 acre plus connecting streams
- Udall's Pond – 12 acres

Robotic Total Stations were used alongside RTK GPS to model the subsurface of each pond, taking shots at soft and hard bottoms in each XY location. For ponds too mucky to walk in, our field crews built sleds to slide our prism across the ponds. We used the Nassau County GIS as a backdrop to our field work. The final submission to the design Engineer was in CAD digital format with Digital Terrain Models. During the construction phase, we are supplied pre- and post-dredge surveys.



COUNTY OF NASSAU

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

1. Name of the Entity: Gayron de Bruin Land Surveying and Engineering, P.C.

Address: 88 Duryea Road

City: Melville State: NY Zip Code: 11747

2. Entity's Vendor Identification Number: 27-4429063

3. Type of Business: Other (specify) S-Type Corporation

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

See attached file(s):

YES ☐ NO ☒

First Name	<u>Christine</u>			
Last Name	<u>Gayron</u>			
MI		Suffix		
Address	<u>88 Duryea Road</u>			
City	<u>Melville</u>	State	<u>NY</u>	Zip Code <u>11747</u>
Position	<u>President</u>			

First Name	<u>Gregory</u>			
Last Name	<u>de Bruin</u>			
MI		Suffix		
Address	<u>88 Duryea Road</u>			
City	<u>Melville</u>	State	<u>NY</u>	Zip Code <u>11735</u>
Position	<u>Senior Vice President</u>			

First Name	<u>Jason</u>			
Last Name	<u>Graf</u>			
MI		Suffix		
Address	<u>88 Duryea Road</u>			
City	<u>Melville</u>	State	<u>NY</u>	Zip Code <u>11747</u>
Position	<u>Vice President</u>			

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

If none, explain.

the three principals of GdB (Christine Gayron, Gregory de Bruin, Jason Graf) are the only shareholders for this organization. for shareholder amounts, please refer to the Business History Form.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter

"None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Alison Cataldo [MARKETING@GAYRONDEBRUIN.COM]

Dated: 06/21/2019 11:18:01 AM

Title: Director of Marketing

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.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Gayron De Bruin Land Surveying and Engineering, P.C., a New York State corporation, having its principal office at 88 Duryea Road, Melville, NY 11747 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000004 between the County and the Contractor, executed on behalf of the County on August 21, 2015, and subsequently amended on August 18th, 2017 (the "Original Agreement"), the Contractor performs certain support and training services for the County in connection with the County's use of its geographic information systems (the "GIS System"), which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Original Agreement commenced on August 21, 2015 and is scheduled to terminate on August 20, 2019 (the "Term"); and

WHEREAS, the Original Agreement contains three (3) renewal options for one (1) year periods exercisable at the County's sole discretion (the "Renewal Options"); and

WHEREAS, the Services have not been completed; and

WHEREAS, in order for the County GIS System to function properly, the County requires the contractor to provide user support, system maintenance, upgrade, and additional enhancements (the "Maintenance and Support Services"); and

WHEREAS, the County desires to exercise the Renewal Option in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Extension and Renewal Option. The County hereby exercises its final Renewal options extending the Term for an additional one(1) year period so that the termination date of the Original Agreement, as amended herein, shall be August 20, 2020.
2. Compliance with Law. The "Compliance with Law", Paragraph 8 of the Original Agreement is hereby modified to include the following two additional new sub-sections:
 - g. 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.

h. 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.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties.

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

GAYRON De BRUIN

Name: Christine Gayron, LS



Title: President

Date: March 6, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of March in the year 2019 before me personally came
Christine Gayron, LS 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 President of
Gayron de Bruin Land Surveying and Engineering, PC, 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

Jennifer L. Esposito NOTARY PUBLIC, STATE OF NEW YORK No. 01ES6268000 Qualified in Nassau County Commission Expires 08/27/20
--

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

On the ____ day of _____ in the year _____ 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



CERTIFICATE OF LIABILITY INSURANCE

GAYRO-1

OP ID: FB

DATE (MM/DD/YYYY)

03/07/19

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 Insure Care Brokers, Inc. 9 Greenhaven Way Centerport, NY 11721	631-757-7515	CONTACT NAME: Finola Blanco
	631-757-7518	PHONE (A/C, No, Ext): 631-757-7515
		FAX (A/C, No): 631-757-7518
		E-MAIL ADDRESS: finola@insurecarebrokers.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers Indemnity Co
		INSURER B: Hartford Accident & Indemnity
		INSURER C: Lloyds
		INSURER D: Allianz Global Risks US
		INSURER E: State Insurance Fund
		INSURER F: National Union Fire

INSURED
GAYRON DEBRUIN LAND SURVEYING
AND ENGINEERING PC
88 DURYEA RD
MELVILLE, NY 11747

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	680-05K348820-18-47	03/02/19	03/02/20	EACH OCCURRENCE \$ 2,000,000
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> contractual per policy					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		12UECBM4432	03/02/19	03/02/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
F	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	BE011921780	03/02/19	03/02/20	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	H 23549371	03/02/19	03/02/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
C	Professional Liab		KPL 000-0628	03/02/19	03/02/20	E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Drone Liability		UAV842318	09/12/18	09/12/19	Claim/Agg 5,000,000
						Each Occ 1,000,000

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

Re: RFP#IT0321-1407. GdB job 6752.

Nassau County as additional insured where required by contract.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Ave
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

[Signature]

Contract ID#: COIT 15000004Department: Information Technology**E-90-15****Contract Details**

SERVICE GIS Support Services

NIFS ID #: COIT15000004NIFS Entry Date: 04/13/2015Term: from Execution to 2Yrs

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

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

Agency Information

Vendor	
Name Gayron De Bruin Land Surveying & Engineering P.C.	Vendor ID# 274429063-01
Address 11 Union Avenue, Bethpage, NY 11714	Contact Person Christine Gayron
	Phone (516) 579-3111 ext. 117

County Department	
Department Contact Erick Bautista	*****Please return final, sealed copy to Vandana Manocha
Address 240 Old Country Road Mineola, N.Y. 11501	
Phone (516) 571-9920	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE APP'D.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>			
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/23		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
4/28/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/28/15		
4/29/15	County Attorney	CA Approval as to form <input type="checkbox"/>	4/29/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/1/15		
	County Attorney	NIFS Approval <input type="checkbox"/>	06/03/2015		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/16/15		
5/1/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/1/15		

Contract Summary

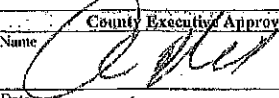

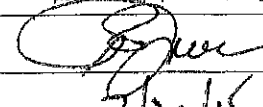
Description: Nassau County has been developing a County-wide Enterprise GIS since 1990. This contract will enable the vendor to provide GIS Support to further this development.
Purpose: There are various Nassau County agencies utilizing our Enterprise GIS. Nassau County's GIS system provides crucial services to these County agencies. Examples include: 1) Firecom: GIS "married" to the Firecom Street Locator System so that when a fire alarm is dispatched the system will deliver a GIS map at the same time. 2) DPW: DPW take GIS out into the field to respond to emergencies, log in maintenance activities and track the various permits the department issues. Additionally, Nassau County is involved in data sharing through GIS Licensing. Currently, there are over 700 licensed partners outside Nassau County government. The Services have been awarded to four vendors that Nassau County believes will best be able to provide the County with user support, system maintenance, system upgrade, systems administration and support, application development and training.
Method of Procurement: Request For Proposal.
Procurement History: The Contract was entered into after a written request for proposals was issued on April 4, 2014. Potential proposers were made aware of the availability of the RFP by advertising in Newsday and on the LIFT/LISTnet websites. Proposals were due on May 5, 2014. Four proposals were received and evaluated. The evaluation committee consisted of: Steve Barry, Carl Bejarano, Anthony Paganini, Jim Slevin and Anthony Arcuri. The proposals were scored and ranked. As a result of the scoring and ranking (attached), four vendors were selected.
Description of General Provisions: Task 1 – GIS Support Services: 1. On-call user support including problem resolution. 2. Data maintenance as required or as directed by the County. 3. New application development and continuing application development on work previously completed and on work in progress. 4. Systems Administration and Support. 5. Support for implementing software upgrades.
Impact on Funding / Price Analysis: The maximum amount for full consideration for services shall not exceed \$750,000.00. However, monies will be encumbered on an as needed basis, whenever services are required.
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:	IT	Revenue Contract	<input type="checkbox"/>	XXXXXX	1	ITGEN1000/DES05	\$ 0.01
Control:	GEN	County		\$ 0.01	2		\$
Resp:	1000	Federal		\$	3		\$
Object:	DE	State		\$	4		\$
Transaction:	505	Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$ 0.01		TOTAL	\$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 5/21/15
Date: 7/22/15	Date: 7/21/15	(For Office Use Only)
		E #:

E-90-12

RULES RESOLUTION NO. 112-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND
GAYRON DE BRUIN LAND SURVEYING AND ENGINEERING, P.C.

WHEREAS, the County has negotiated a personal services agreement
with Gayron De Bruin Land Surveying and Engineering, P.C. ("Gayron")
with regard to GIS-related support services, therefore, be it

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

RULES RESOLUTION NO. -- 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
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RESOLVED, that the Rules Committee of the Nassau County
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with Gayron.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); acting on behalf of the County Department of Information Technology having its principal office at 240 Old Country Road, Mineola, 11501 NY (the "Department"), and (ii) Gayron De Bruin Land Surveying and Engineering, P.C., a New York State corporation, having its principal office at 11 Union Avenue, Bethpage, NY 11714 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") RFP#IT0321-1407 issued April 4, 2014, for Geographic Information System ("GIS") Support and GIS Training; and

WHEREAS, the County received multiple responses to the RFP; and

WHEREAS, the Contractor submitted a proposal in response to the RFP found to be beneficial to the County; and

WHEREAS, the County awarded the Services to four (4) qualified vendors, including the Contractor; and

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

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

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

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

1. Term. This Agreement shall commence upon execution of this Agreement by the County and continue for a two (2) year period, unless sooner terminated in accordance with the provisions of this Agreement, however, the County, at its sole option and in its sole discretion, may renew this Agreement under the same terms and conditions for additional three (3) one (1) year periods for a total term of five (5) years.

2. Services. The Services are fully described in detail in the Statement of Work and include, but are not limited to providing GIS-related support services including (1) on-call user support including problem resolution (ii) data maintenance as required or as directed by the County including, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities; (iii) Contractor shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet; (iv) systems Administration and support, and (v) support for implementing software upgrades.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00) ("Maximum Amount") payable in accordance with the rates provided in the cost attachment #2.

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

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

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this

Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean: (i) any information that is specifically marked as "Confidential" "Restricted" or with other similar legend; (ii) information which the County has requested in writing to be kept confidential; (iii) information which is disclosed verbally and identified as confidential at the time of disclosure; (v.) information which, by its nature, must be kept confidential in order to prevent adverse consequences to the Business or the County; and (v) nonpublic third-party information entrusted to the other in confidence.

Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. The foregoing shall not

prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

7. Confidentiality. (a) Confidential Information. The Contractor hereby agrees (i) to hold and to cause each of such Contractor's agents, employees and representatives to hold the County's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information including, without limitation, all precautions the receiving party employs with respect to its own confidential materials, (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder; and (iv) not to copy or reverse engineer any such Confidential Information. (b) Exceptions to Confidentiality Obligations. "Confidential Information" shall not include information that: (i) was already known to the receiving party prior to disclosure by the disclosing party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) has been approved for release by written authorization of the owner of the Confidential Information; and (v) has been independently developed by the receiving party. (c) The Contractor agrees that the Contractor shall return or destroy the County's Confidential Information upon request. (d) Notwithstanding any provision in this Agreement to the contrary, the receiving party may disclose Confidential Information to the extent it is required to be disclosed pursuant to (i) "Compliance with Law: Record Access" Section; or (ii) a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of such an order or requirement and the opportunity to contest it. (e) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep such Confidential Information secret. (f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement.

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

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions

necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

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

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with any breach of warranty by the Contractor and any claim for any infringement of intellectual property rights as indicated in the "Patent/Copyright/Trademark/Trade Secrets Claims" ..

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

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

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less two million dollars (\$2,000,000.00) per occurrence; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with (i) any breach of warranty by the Contractor, and (ii) any claim for any infringement of intellectual property rights as indicated in Section 14, "Patent / Copyright / Trademark / Trade Secrets Claims."

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

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

12. Right to Works/Intellectual Property Rights. (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County. (b) The completed project deliverables as well as all working material shall become the sole property of the County. The completed maps, electronic media, and any additional products shall be copyrighted in the County's name. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of, the County, may be allowed to use limited examples of the completed work for marketing or other uses. (c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

13. Works Made for Hire. The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

14. Services for Other Nassau County Municipal Entities. It is understood that the Services described in the Agreement may be purchased by any other County municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions

as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

15. Patent/Copyright/Trademark/Trade Secrets Claims.

(a) The Contractor will indemnify, defend and hold the County harmless for 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 performance of this Agreement. The County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b)(i) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such item(s) or part(s) thereof, as applicable; (B) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (C) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement. (ii) The preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County. (iii) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any third party pursuant to the County's direction that is (i) not expressly contemplated by the Contractor in writing; (ii) made without the Contractor's approval; (iii) based on the unauthorized use of the software by the County; or (iv) caused by the use of any deliverable with any adjunct device by the County, unless such use was contemplated or consented to by the Contractor.

(d) In the event that an action at law or equity is concerned against the County arising out of a claim that the County use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

17. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the

County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for

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

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

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

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this

Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

24. 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.

25. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

26. Force Majeure. Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.


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

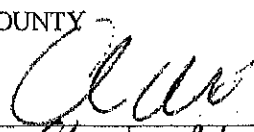
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

28. 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.

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

By: 
Name: Christine Gayron, LS
Title: President
Date: March 23, 2015

NASSAU COUNTY
By: 
Name: Charles Roberto
Title: Deputy County Executive
Date: 8/2/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Gayron de Bruin Land Surveying and Engineering, PC, 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

JENNIFER L. ESPOSITO
NOTARY PUBLIC, State of New York
No. 01ES6268000
Qualified in Nassau County
Commission Expires 08/27/2016

STATE OF NEW YORK

155

COUNTY OF NASSAU)

On the 21 day of August in the year 2015 before me personally came Charles Rimbardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Antiquary Printer, West of New York
No. 615 E 235 St
Qualified in Nassau County
Commission Expires April 22, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other

party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Christine Gayron, LS (Name)

11 Union Avenue, Bethpage, NY 11714 (Address)

516.579.3111 (Telephone Number)

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

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

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

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

March 23, 2015
Dated _____

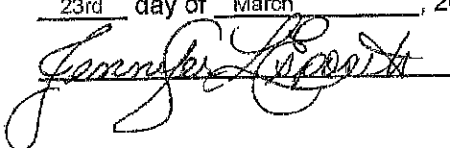


Signature of Chief Executive Officer

Christine Gayron, LS

Name of Chief Executive Officer

Sworn to before me this

23rd day of March, 2015


JENNIFER L. ESPOSITO
NOTARY PUBLIC, State of New York
No. 01ES6268000
Qualified in Nassau County
Commission Expires 08/27/2016

Notary Public

Attachments

1) Statement of Work

2) Cost

Attachment #1

Statement of Work

Bowne Management Systems, Inc., GeoDecisions, AppGeo, Gayron de Bruin (Contractor/Contractors) work to be performed for Nassau County for March 1, 2015 - February 28, 2017

1. GIS Support Services:

Services:

- i. Contractor/Contractors - shall provide on-call user support including problem resolution.
- ii. Contractor/Contractors shall perform data maintenance as required or as directed by the County. Data maintenance shall include, but not be limited to planning, support and execution of monthly geodatabase and systems maintenance activities.
- iii. Contractor/Contractors shall provide Systems Administration and Support.
- iv. Contractor/Contractors shall be responsible for new application development and for continuing application development on work previously completed and for work in progress. This shall include, but not be limited to: Portals, Help Desk, Multi-Participant License Manager and Reports, E-government, Extranet.
- v. Contractor/Contractors shall provide support for implementing software upgrades and GIS online.

2. GIS Training:

Services:

- i. Contractor/Contractors shall provide GIS training for:
 1. ArcGIS 10 or its successor versions that are implemented
 2. Arc Editing in a versioned environment
 3. Any additional training as directed by, and at the sole discretion of the County.
- ii. Contractor/Contractors shall provide a list of all available ESRI training curricula that are available.
- iii. Contractor/Contractors shall modify ESRI training curricula to reflect the Nassau County GIS Environment. The cost of any modifications to the curricula must be identified in the cost proposal.

- iv. Contractor/Contractors shall indicate if ESRI certification has been obtained, listing the name(s) of certified trainers and the course work they have been certified in.
- v. All training shall be conducted at a Nassau County provided site unless approved by the County.

3. SOW Process

The Services underlying this Agreement have been awarded to four (4) contractors (the "Contractors"). Please be advised that Contractors are not guaranteed work under the Agreement. Rather, the Agreement gives Contractors eligibility to bid on a particular SOW for which it can provide the necessary GIS Services.

a. Individual Statements of Work.

When NCIT has a project requiring GIS services, a SOW describing in detail the project GIS Services will be issued to each of the Contractors eligible to provide the specific type of GIS Service needed.

Notwithstanding the expiration of the Agreements between the Contractors and the County, an individual SOW may require the Contractors' personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractors' personnel is needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- GIS Category required.
- Description of project and services required.
- Dates and schedule requirements.
- Staffing requirements

NCIT will allow Contractors a specific period of time from the time NCIT issues an SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the project and services required.

Attachment #2



Gayron de Bruin Land Surveying and Engineering, PC
Rate Schedule for GIS System Support Task 1
RFP NO. IT0321-1407

May 5, 2014

Title	Billing Rate	Discounted Rate	Overtime Rate
Project Manager	\$ 180.00	N/A	N/A
Specialist	\$ 120.00	N/A	N/A
GPS Party Chief	\$ 120.00	N/A	\$ 180.00
Programmer Analyst	\$ 75.00	N/A	N/A



CERTIFICATE OF LIABILITY INSURANCE

GAYRO-1

OP ID: FB

DATE (MM/DD/YYYY)

03/11/15

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

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PRODUCER Insure Care Brokers, Inc. 9 Greenhaven Way Centerport, NY 11721	631-757-7515 631-757-7518	CONTACT NAME: Finola Blanco PHONE (A/C, No, Ext): 631-757-7515 FAX (A/C, No): 631-757-7518 E-MAIL ADDRESS: finola@insurecarebrokers.com
INSURED GAYRON DEBRUIN LAND SURVEYING AND ENGINEERING PC 11 UNION AVENUE BETHPAGE, NY 11714		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: State Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6012016566	03/02/15	03/02/16	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	PERSONAL & ADV INJURY \$ Included						
	GENERAL AGGREGATE \$ 4,000,000						
	PRODUCTS - COM/OP AGG \$ Included						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			6011998530	03/02/15	03/02/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		H 2354 937-1	03/02/15	03/02/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Nassau County

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

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2015

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

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PRODUCER MEDALLION INSURANCE SERVICES PO Box 49547 Charlotte NC 28277		CONTACT NAME: Phyllis Constantino PHONE (A/C, No, Ext): (704) 256-6000 FAX (A/C, No): (704) 256-6001 E-MAIL ADDRESS: phyllis@medallioninsurance.com	
INSURED Gayron de Bruin Land Surveying & Engineering, PC 11 Union Ave Bethpage NY 11714		INSURER(S) AFFORDING COVERAGE INSURER A: General Star National Insurance Co. NAIC # 37362 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1531302612

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		N7A314040	3/2/2015	3/2/2016	Per Claim \$2,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER

Nassau County

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Bryan Urlichich/PHYLLIS

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ACORD 25 (2014/01)
INS025 (201401)

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Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Gayron De Bruin Land Surveying and Engineering, P.C., a New York State corporation, having its principal office at 11 Union Avenue, Bethpage, NY 11714 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000004 between the County and the Contractor, executed on behalf of the County on August 21, 2015, (the "Original Agreement"), the Contractor performs certain support and training services for the County in connection with the County's use of its geographic information systems (the "GIS System"), which services are more fully described in the Original Agreement, (the "Services"); and

WHEREAS, the Original Agreement commenced on August 21, 2015 and is scheduled to terminate on August 21, 2017 (the "Term"); and

WHEREAS, the Original Agreement contains three (3) renewal options for one (1) year periods exercisable at the County's sole discretion (the "Renewal Options"); and

WHEREAS, the Services have not been completed; and

WHEREAS, in order for the County GIS System to function properly, the County requires the contractor to provide user support, system maintenance, upgrade, and additional enhancements (the "Maintenance and Support Services"); and

WHEREAS, the County and the Contractor desire to exercise the first two (2) Renewal Options to complete the Services and for Contractor to provide necessary Maintenance and Support Services to the GIS System; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term Extension and Renewal Option. The Term shall be renewed for two (2) additional one year periods, so that the termination date of the Original Agreement, as amended herein, shall be August 21, 2019. The County reserves the right to exercise the final renewal option at its sole discretion.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties.

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

GAYRON De BRUIN

Name: [Signature]

Title: Vice President

Date: April 18, 2017

NASSAU COUNTY

By: [Signature]

Name: Edmund H. Ware

Title: Deputy County Executive

Date: 8/18/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 18th day of April in the year 2017 before me personally came

Jason Graf, L.S. to me personally known, who, being by me duly sworn, did depose and say

that he or she resides in the County of Nassau; that he or she is the Vice President of Gayron de Bruin Land Surveying and Engineering, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



JENNIFER L. ESPOSITO
NOTARY PUBLIC, State of New York
No. 01ES6268000
Qualified in Nassau County
Commission Expires 08/27/2018
20

STATE OF NEW YORK)

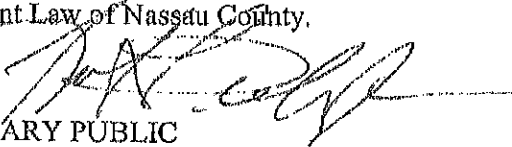
) ss.:

COUNTY OF NASSAU)

On the 18th day of August in the year 2017 before me personally came

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

NOTARY PUBLIC



FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 2019

2019



CERTIFICATE OF LIABILITY INSURANCE

GAYRO-1

OP ID: FB

DATE (MM/DD/YYYY)

03/02/17

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PRODUCER Insure Care Brokers, Inc. 9 Greenhaven Way Centerport, NY 11721	631-757-7515 631-757-7518	CONTACT NAME: Finola Bianco PHONE (A/C, No, Ext): 631-757-7515 E-MAIL ADDRESS: finola@insurecarebrokers.com FAX (A/C, No): 631-757-7518
INSURED GAYRON DEBRUIN LAND SURVEYING AND ENGINEERING PC 11 UNION AVENUE BETHPAGE, NY 11714		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: State Insurance Fund INSURER C: Shelter Point Life Ins. Co INSURER D: Foremost Signature Ins Co INSURER E: Continental Casualty Company INSURER F:
		NAIC # 20508 36102 81434 41513 20443

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6012016566	03/02/17	03/02/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6011996530	03/02/17	03/02/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6023596874	03/02/17	03/02/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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	H 2354 937-1	03/02/17	03/02/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		LSH591907871	03/02/17	03/02/18	Per Claim \$ 5,000,000 Aggregate \$ 5,000,000

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Nassau County as additional insured.

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CANCELLATION

Nassau County

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AUTHORIZED REPRESENTATIVE