



Certified:

**E-1-21**

Filed with the Clerk  
of the Nassau County Legislature on  
December 29, 2020 3:27 pm

**NIFS ID:CFPW20000036 Department: Public Works**

**Capital: X**

SERVICE: Design Service CC Digesters Rehab & Cleaning S35100-07C

Contract ID #:CFPW20000036 NIFS Entry Date: 22-OCT-20 Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>Hazen and Sawyer D.P.C.</b>	Vendor ID#: <b>13-2904652</b>
Address: 498 Seventh Ave, New York, NY 10018	Contact Person: Paul Saurer, PE
	Phone: 516.597.3850

<b>Department:</b>
Contact Name: Vincent Falkowski
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793 Phone: 516-571-7515

## Routing Slip

Department	NIFS Entry: X	22-OCT-20 -- LDIONISIO
Department	NIFS Approval: X	22-OCT-20 -- RDALLEVA
DPW	Capital Fund Approved: X	22-OCT-20 -- RDALLEVA
OMB	NIFA Approval: X	23-OCT-20 -- CNOLAN
OMB	NIFS Approval: X	23-OCT-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	23-OCT-20 -- AAMATO

County Atty.	Approval to Form: X	23-OCT-20 -- DGRIPPO
CPO	Approval: X	09-DEC-20 -- KOHAGENCE
DCEC	Approval: X	10-DEC-20 -- JCHIARA
Dep. CE	Approval: X	10-DEC-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	29-DEC-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> This contract is for design services for the Cedar Creek WPCP Digesters Rehabilitation and Cleaning project. The project includes a complete evaluation of six of the nine sludge digesters at Cedar Creek, including recommendations on cleaning and sanitizing the interior of the ingesters, identifying necessary repairs, and evaluating and recommending repairs to the sludge valves and gas digester valves.
<b>Method of Procurement:</b> RFP issued 3/9/20 - Four proposals received
<b>Procurement History:</b> An RFP was issued on 03/09/2020 in NYSCR, Newsday & eProcure. On 04/24/2020 FOUR (4) proposals were submitted for consideration. Hazen & Sawyer D.P.C. was selected as the best value for the County by Chris Vella (Construction Inspector II), Edward Visone (Ast Spt Cstn), Karen Fay (Sanitary Engineer III), and Vinny Falkowski (Deputy Commissioner).
<b>Description of General Provisions:</b> This is a Design Services for Digesters Rehabilitation and Cleaning at the Cedar Creek WPCP, which includes condition assessment and preparation of a TDR report, detail contract drawings, specifications & cost estimate, general inspection during construction, and one year operations report after close out. Current MWBE utilization rate is 13.7%
<b>Impact on Funding / Price Analysis:</b> Capital Project No. 35100 - Maximum amount of \$1,335,469.20.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Recommend approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	35	Revenue		1	PWCSWCSW/3510	\$ 1,335,469.20
Resp:	100	Contract:			0/007/00002	\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	35100	State	\$ 0.00			\$ 0.00
Detail:	007	Capital	\$ 1,335,469.20			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 1,335,469.20		TOTAL	\$ 1,335,469.20
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND HAZEN AND SAWYER, D.P.C.

WHEREAS, the County has negotiated a personal services agreement with Hazen and Sawyer, D.P.C. in connection with design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Hazen and Sawyer, D.P.C.



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

**1. Vendor:** Hazen and Sawyer D.P.C.

**2. Dollar amount requiring NIFA approval:** \$1335469.2

**Amount to be encumbered:** \$1335469.2

This is a New

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

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

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

**3. Contract Term: From NTP sixty (60) months thereafter, with an additional twenty-four (24) months extension**

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

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		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? Y

Has NIFA approved the borrowing for this contract? N

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

The purpose of this procurement is to procure design services for the Cedar Creek WPCP Digesters Rehabilitation and Cleaning project.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

23-OCT-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

Jack Schnirman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Hazen and Sawyer, D.P.C

CONTRACTOR ADDRESS: 498 Seventh Ave, New York, NY 10018

FEDERAL TAX ID #: 13-2904652

**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 03/09/2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYSCR & NC eProcure [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 04/24/2020 [date]. 4 [state #] proposals were received and evaluated. The evaluation committee consisted of: Chris Vella (Construction Inspector II), Edward Visone (Ast Spt Sanitary Cstn), Karen Fay (Sanitary Engineer III), and Vinny Falkowski (Deputy Commissioner).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature

10/20/20  
Date

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



# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Richard E. Peters state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Hazen and Sawyer, D.P.C.

Vendor's Address: 498 Seventh Ave New York NY US 10018

Vendor's EIN or TIN: 132904652

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
08/11/2020 11:10:56 AM

Lobbyist Registration and Disclosure Form:  
08/11/2020 11:14:05 AM

Business History Form certified:  
08/11/2020 11:22:21 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
08/11/2020 11:27:45 AM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Charles S Hocking [CHOCKING@HAZENANDSAWYER.COM]	07/23/2020 12:06:46 PM
William Crayon [WCRAYON@HAZENANDSAWYER.COM]	07/15/2020 09:37:01 AM
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]	08/11/2020 11:38:26 AM

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

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

## CERTIFICATION

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

Richard E. Peters

*Name*

Vice President and Northeast Regional Manager

*Title*

Hazen and Sawyer, D.P.C.

*Name of Submitting Entity*

08/11/2020 11:53:36 AM

*Date*

## Business History Form

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

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

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

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

Date: 08/06/2020

1) Proposer's Legal Name: Hazen and Sawyer, D.P.C

2) Address of Place of Business: 498 Seventh Ave

City: New York State/Province/Territory: NY Zip/Postal Code: 10018

Country: US

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

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (212) 539-7000

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

\_\_\_\_\_

4) Dun and Bradstreet number: 06-496-6138

5) Federal I.D. Number: 13-2904652

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.

Training materials on conflict of interest were developed, shared with staff and adopted. Additionally, new employees are queried about past work/employment prior to performing any services on the project to prevent any conflict of interest.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1951

- 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.

List of shareholders attached.

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded: 2019 Shareholder list.pdf

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

List attached

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: Officers.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1100

- vi) Annual revenue of firm;

296000000

- vii) Summary of relevant accomplishments

Hazen has served successfully as a consultant to Nassau County on a continuous basis since the 1980s. Most notably under our previous On-Call Operations Assistance contract, Hazen designed and prepared the Contract Documents for the Digester rehabilitation and cleaning projects at both the Bay Park Sewage Treatment Plant and at Cedar Creek Water Pollution Control Plant. As a result, we are in a unique position to fully understand the challenges and risks of this project. We have also served as Program Manager (in Joint Venture) for the rehabilitation and upgrade of County

facilities in the aftermath of Hurricane Sandy, giving us insight into the challenges of rehabilitating aged infrastructure in a dynamic environment while supporting SUEZ's operations. In addition to the rehabilitation and cleaning project at the Cedar Creek WPCP, we also previously provided design, construction administration, and start-up services for the gravity belt sludge thickener system.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

69

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

Hazen brings a national resume of wastewater and biosolids State of Good Repair rehabilitations for aged infrastructure. Coupled with our unique project-specific knowledge acquired through work performed under various contracts at both Bay Park and Cedar Creek, we can continue to provide unparalleled value to the 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	de Bruin Engineering		
Contact Person	Robert W#. de Bruin		
Address	11 Union Ave		
City	Bethpage	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	rdebruin@debruinengineering.com		

Company	H2M		
Contact Person	Rich Humann		
Address	538 Broad Hollow Road		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 756-8000		
Fax #			
E-Mail Address	rhumann@h2m.com		

Company	Savin Engineers		
Contact Person	Shay Gavin		
Address	498 Seventh Ave		
City	New York	State/Province/Territory	NJ
Country	US		
Telephone	(212) 539-7241		
Fax #			
E-Mail Address	vboldin@hazenandsawyer.com		

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

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

### **CERTIFICATION**

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

Name of submitting business: Hazen and Sawyer

Electronically signed and certified at the date and time indicated by:  
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Vice President and Northeast Regional Manager  
Title

08/11/2020 11:22:21 AM  
Date



<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Kevin L. Alexander	Vice President	3603 Promontory Place	Carlsbad	CA	92010
Dwayne E. Amos	Associate Vice President	1613 Rechter Ct	Virginia Beach	VA	23454
Francis J. Ayotte	Associate Vice President	33 Scott Dr.	Plymouth	MA	02360
Edward Barboe	Vice President	5 Tufts Court	Kendall Park	NJ	08824
Kristen Barrett	Senior Associate	96 Euclid Avenue	Hastings-on-Hudson	NY	10706
William C. Becker	Vice President	4135 San Luis Way	Broomfield	CO	80023
Kelly Casey Berger	Senior Associate	1438 Providence Road	Towson	MD	21286
Nicole K. Blute	Vice President	12498 Greene Avenue	Los Angeles	CA	90066
Norman S. Bradley	Associate Vice President	81 Grand Street Apt 3A	Hoboken	NJ	07030
David S. Briley	Senior Associate	309 Yellow Poplar Avenue	Wake Forest	NC	27587
Michael V. Broder	Vice President	12 Wild Birch Farms	Cortlandt Manor	NY	10567
Charles M. Bullard	Vice President	117 Monabreeze Way	Garner	NC	27529
Patricia A. Carney	Vice President	1008 NE 4th Street	Hallandale Beach	FL	33009
Janice R. Carroll	Vice President	9824 Hampton Lane	Fairfax	VA	22030
Bret M. Casey	Associate Vice President	86 Pocono Road	Columbus	OH	43235
Orlando J. Castro	Senior Associate	7435 SW 86th Court	Miami	FL	33143
J. Philip Cooke	Senior Associate	10537 S.W. 53rd St.	Cooper City	FL	33328
Curtis D. Courter	Associate Vice President	2171 E. Caroline Lane	Tempe	AZ	85284
William A. Crayon	Chief Financial Officer	10 Bondsburry Lane	Melville	NY	11747
Jeffrey R. Cruickshank	Associate Vice President	5402 Rutledge Drive	Greensboro	NC	27455
Chamindra Y. Dassanayake	Vice President	820 Downing Drive	Richardson	TX	75080
Patrick A. Davis	Vice President	500 East Las Olas Boulevard, Apt. 2406	Ft. Lauderdale	FL	33301
Andre A. Dieffenthaler	Vice President	4148 Grandchamp Circle	Palm Harbor	FL	34685
Patricia N. Drummey Stiegel	Associate Vice President	208 Glen Eden Road	Durham	NC	27713
Aaron W. Duke	Associate Vice President	8159 Ships Curve Lane	Springfield	VA	22153
Eileen McCarthy Feldman	Associate Vice President	86 1st Street	Pelham	NY	10803
Sean W. Fitzgerald	Vice President	4060 Oak Tree Ct.	Loveland	OH	45140
Olivia O. Flynn	Senior Associate	1914 Kiln Court	Mount Pleasant	SC	29466
John J. Fortin	Senior Associate	5 Ottawa Avenue	Centerport	NY	11721
Sarah Dailey Galst	Associate Vice President	88 Greenwich Street, Apt. 1210	New York	NY	10006
James Gellner	Vice President	6433 Redmont Court	Middletown	OH	45044
Anthony D. Greiner	Associate Vice President	3116 Rock Springs Rd	Charlotte	NC	28226
Alonso G. Griborio	Senior Associate	9763 Darlington Place	Cooper City	FL	33328
Lynn H. Grijalva	Vice President	6809 Iris Circle	Los Angeles	CA	90068
David L. Haas	Senior Associate	5126 Broadgreen Dr.	Peachtree Corners	GA	30092
Scott A. Hardy	Senior Associate	6225 Cedar Sage Trail	Argyle	TX	76226
Gary J. Haubner	Vice President	5881 Woodbridge Lane	West Chester	OH	45069
Jeremy Hise	Senior Associate	13 Wineberry Court	Glen Arm	MD	21057
Charles S. Hocking	President	29 Hawk Ridge Road	Meredith	NH	03253
Kathryn M. Hoek	Senior Associate	62 W. 89th Street, Apt. #4F	New York	NY	10024
Jay Jackson	Vice President	4221 Chandworth Road	Charlotte	NC	28210
Charles Todd Johnson	Associate Vice President	3212 Pontellier Court	Fuquay Varina	NC	27526
Matthew P. Jones	Senior Associate	9188 Fox Run Road	Bailey	NC	27807
Shajan Joykutty	Vice President	11650 Northwest 21 Street	Plantation	FL	33323
Eamon J. Kelly	Vice President	37 Pauline Terrace	Pearl River	NY	10965
Wendell O Khunjar	Associate Vice President	107 Old Tappan Road	Tappan	NY	10983
Stephen H. King	Associate Vice President	335 New Hope Mountain Road	Indian Springs	AL	35124
Ronald J. Latimer	Vice President	27 Crolley Lane	White	GA	30184
Benjamin Levin	Senior Associate	41 Emily Road	Marlborough	CT	06447
Eric J. Lienhard	Senior Associate	13629 Blue Stem Lane	Silver Spring	MD	20906
Bryan R. Lisk	Senior Associate	4501 Boxwood Road	Raleigh	NC	27612
Anni Luck	Senior Associate	315 W 70th St, Apt. 15i	New York	NY	10023
Michael V. Marsjanik	Associate Vice President	2144 Nodleigh Terrace	Jarrettsville	MD	21084
Thomas McEnerney	Senior Associate	44 Hollywood Ave	Yonkers	NY	10707
Patrick Troy McPherson	Associate Vice President	1229 Heathcliff Drive	Virginia Beach	VA	23464
Sandeep Mehrotra	Vice President	338 Mount Hope Blvd	Hasting On Hudson	NY	10706
Albert Muniz	Vice President	5130 Northwest 52nd St	Coconut Creek	FL	33073
Ryan W. Nagel	Associate Vice President	1885 Champion Circle	Virginia Beach	VA	23456
Jeffrey A. Neale	Director of Communications	4827 Langdrum Lane	Chevy Chase	MD	20815
William H. Orne Jr.	Senior Associate	529 Glade Springs Road	Little Mountain	SC	29075
Jayson J. Page	Vice President	1235 Polk Street	Hollywood	FL	33019
Richard E. Peters	Vice President	58 Van Doren Avenue	Chatham	NJ	07928
Kurt A. Pfeffer	Associate Vice President	20771 Ramita Trail	Boca Raton	FL	33433
Christopher Phillips	Associate Vice President	1716 Rocky Falls Ct	Raleigh	NC	27610
Scott D. Phipps	Senior Associate	5515 Streamside Dr	Galena	OH	43021

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Paul A. Pitt	Vice President	266 Sundown Terrace	Orinda	CA	94563
Jeffery G Powers	Senior Associate	120 Chastain Rd NW, Unit 308	Kennesaw	GA	30144
Emanuel P. Psaltakis	Associate Vice President	7 Roy Place	Valhalla	NY	10595
Bryant K. Rogers	Vice President	4135 Jefferson Township Parkway	Marietta	GA	30066
Joseph Rohrbacher	Associate Vice President	243 Palmetto Bluff	Mount Pleasant	SC	29464
Erik J. Rosenfeldt	Associate Vice President	9111 Colonnade Circle	Ashland	VA	23005
Paul D. Saurer	Vice President	35 Ridgedale Avenue	Madison	NJ	07940
Jonathan E. Schubarth	Associate Vice President	3285 Sebastian Lane	Lexington	KY	40513
Marc Solomon	Vice President	2464 5th Avenue	San Rafael	CA	94901
Alan L. Stone	Vice President	504 Hollowridge Ct	Cary	NC	27519
James N. Struve	Vice President	4137 Hoffmeister Dr.	Waxhaw	NC	28173
Christopher W. Tabor	Associate Vice President	10047 Cool Springs Road	Mechanicsville	VA	23116
H. Thomas Tant	Vice President	508 W. Aycock Street	Raleigh	NC	27608
Ronald L. Taylor	Senior Vice President	100 Loch Vale Lane	Cary	NC	27518
Robert B. Taylor Jr.	Vice President	13393 159th Street North	Jupiter	FL	33478
Dahlia S. Thompson	Senior Associate	555 Washington Ave, Apt. 1P	Brooklyn	NY	11238
Enrique Vadiveloo	Senior Associate	1009 Northeast 4th Street	Ft Lauderdale	FL	33301
Matthew T. Valade	Vice President	79 Harmon Avenue	Pelham	NY	10803
Matthew P Van Horne	Associate Vice President	11507 Bittle Lane	Nokesville	VA	20181
Troy J. Walker	Senior Associate	7744 S Alder Drive	Tempe	AZ	85284
Zheng-Ming M Wang	Vice President	12904 Barsanlaw Dr	Raleigh	NC	27613
Rachael Wark	Associate Vice President	20 Park Avenue	Rumson	NJ	07760
Janeen M. Wietgreffe	Associate Vice President	18480 SW 4th Street	Pembroke Pines	FL	33029
Charles R. Wilson	Senior Associate	3 Lowry Lane	Rutland	MA	01543
Scott Woodard	Vice President	1016 Ridgcrest Drive	Dickson	TN	37055
Peter J. Young	Vice President	92 Webster Avenue	Port Washington	NY	11050

Hocking, Charles	Chief Executive Officer and Chief Operating Officer	29 Hawk Ridge Road	Meredith	NH	03253
Peters, Richard	Secretary	58 Van Doren Avenue	Chatham	NJ	07928
Crayon, William	Chief Financial Officer	10 Bondsburry Lane	Melville	NY	11747



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?

Friends of Ed Mangano Annual Golf Outing. Four golfers @ \$1,250 each.

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:

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 08/11/2020 11:10:56 AM

Vendor: Hazen and Sawyer

Title: Vice President and Northeast Regional Manager



## COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 08/11/2020 11:14:05 AM

Vendor: Hazen and Sawyer

Title: Vice President and Northeast Regional Manager

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

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Charles S Hocking  
Date of birth: 02/06/1963  
Home address: 29 Hawk Ridge Road  
City: Meredith State/Province/Territory: NH Zip/Postal Code: 03253  
Country: US

Business Address: 498 Seventh Avenue  
City: New York State/Province/Territory: NY Zip/Postal Code: 10018  
Country: US  
Telephone: 212-539-7001

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_


List of other addresses and telephone numbers attached

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

President	<u>05/01/2011</u>	Treasurer	_____
Chairman of Board	<u>05/01/2011</u>	Shareholder	_____
Chief Exec. Officer	<u>05/01/2011</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

4.6% ownership in Hazen and Sawyer 

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, Charles S Hocking , 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, Charles S Hocking , 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.

Hazen and Sawyer

Name of submitting business

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

Charles S Hocking [CHOCKING@HAZENANDSAWYER.COM]

President and CEO

Title

07/23/2020 12:06:46 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard E. Peters  
Date of birth: 10/22/1961  
Home address: 58 Van Doren Ave  
City: Chatham State/Province/Territory: NJ Zip/Postal Code: 07928  
Country: US

Business Address: 498 Seventh Ave  
City: New York State/Province/Territory: NY Zip/Postal Code: 10018  
Country: US  
Telephone: 2125397000

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/0001</u>
Chief Exec. Officer	_____	Secretary	<u>12/01/0011</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>03/01/0003</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Became shareholder on Jan 1, 2001.

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.

For stock receivable.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

I, Richard E. Peters , 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.

Hazen and Sawyer, DPC

Name of submitting business

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

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Vice President and Northeast Regional Manager

Title

08/11/2020 11:38:26 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: William Crayon  
Date of birth: 07/19/1965  
Home address: 10 Bondsburry Lane  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
  
Business Address: 77 Newbridge Road  
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801  
Country: US  
Telephone: 2125397077  
  
Other present address(es): 498 Seventh Avenue  
City: New York State/Province/Territory: NY Zip/Postal Code: 10018  
Country: US  
Telephone: 2125397077

List of other addresses and telephone numbers attached

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

President		Treasurer	04/05/2015
Chairman of Board		Shareholder	03/12/2015
Chief Exec. Officer		Secretary	
Chief Financial Officer	03/12/2015	Partner	
Vice President			
(Other)			

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

YES	X	NO		If Yes, provide details.
-----	---	----	--	--------------------------

Shareholder as of March 12, 2015

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.

The firm holds a note in connection with the cost of becoming a shareholder.

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, William Crayon , 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, William Crayon , 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.

Hazen and Sawyer, D.P.C.

Name of submitting business

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

William Crayon [WCRAYON@HAZENANDSAWYER.COM]

Chief Financial Officer

Title

07/15/2020 09:37:01 AM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Hazen and Sawyer, D.P.C.

Address: 498 Seventh Ave

City: New York State/Province/Territory: NY Zip/Postal Code: 10018

Country: US

2. Entity's Vendor Identification Number: 13-2904652

3. Type of Business: Other (specify) Professional Corp

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

1 File(s) uploaded Officers.pdf

*No principals have been attached to this form.*

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

If none, explain.

Please see attached listing

1 File(s) uploaded 2019 Shareholder list.pdf

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

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

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:

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 08/11/2020 11:27:45 AM

Title: Vice President and Northeast Regional Manager



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

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Kevin L. Alexander	Vice President	3603 Promontory Place	Carlsbad	CA	92010
Dwayne E. Amos	Associate Vice President	1613 Rechter Ct	Virginia Beach	VA	23454
Francis J. Ayotte	Associate Vice President	33 Scott Dr.	Plymouth	MA	02360
Edward Barboe	Vice President	5 Tufts Court	Kendall Park	NJ	08824
Kristen Barrett	Senior Associate	96 Euclid Avenue	Hastings-on-Hudson	NY	10706
William C. Becker	Vice President	4135 San Luis Way	Broomfield	CO	80023
Kelly Casey Berger	Senior Associate	1438 Providence Road	Towson	MD	21286
Nicole K. Blute	Vice President	12498 Greene Avenue	Los Angeles	CA	90066
Norman S. Bradley	Associate Vice President	81 Grand Street Apt 3A	Hoboken	NJ	07030
David S. Briley	Senior Associate	309 Yellow Poplar Avenue	Wake Forest	NC	27587
Michael V. Broder	Vice President	12 Wild Birch Farms	Cortlandt Manor	NY	10567
Charles M. Bullard	Vice President	117 Monabreeze Way	Garner	NC	27529
Patricia A. Carney	Vice President	1008 NE 4th Street	Hallandale Beach	FL	33009
Janice R. Carroll	Vice President	9824 Hampton Lane	Fairfax	VA	22030
Bret M. Casey	Associate Vice President	86 Pocono Road	Columbus	OH	43235
Orlando J. Castro	Senior Associate	7435 SW 86th Court	Miami	FL	33143
J. Philip Cooke	Senior Associate	10537 S.W. 53rd St.	Cooper City	FL	33328
Curtis D. Courter	Associate Vice President	2171 E. Caroline Lane	Tempe	AZ	85284
William A. Crayon	Chief Financial Officer	10 Bondsburry Lane	Melville	NY	11747
Jeffrey R. Cruickshank	Associate Vice President	5402 Rutledge Drive	Greensboro	NC	27455
Chamindra Y. Dassanayake	Vice President	820 Downing Drive	Richardson	TX	75080
Patrick A. Davis	Vice President	500 East Las Olas Boulevard, Apt. 2406	Ft. Lauderdale	FL	33301
Andre A. Dieffenthaler	Vice President	4148 Grandchamp Circle	Palm Harbor	FL	34685
Patricia N. Drummey Stiegel	Associate Vice President	208 Glen Eden Road	Durham	NC	27713
Aaron W. Duke	Associate Vice President	8159 Ships Curve Lane	Springfield	VA	22153
Eileen McCarthy Feldman	Associate Vice President	86 1st Street	Pelham	NY	10803
Sean W. Fitzgerald	Vice President	4060 Oak Tree Ct.	Loveland	OH	45140
Olivia O. Flynn	Senior Associate	1914 Kiln Court	Mount Pleasant	SC	29466
John J. Fortin	Senior Associate	5 Ottawa Avenue	Centerport	NY	11721
Sarah Dailey Galst	Associate Vice President	88 Greenwich Street, Apt. 1210	New York	NY	10006
James Gellner	Vice President	6433 Redmont Court	Middletown	OH	45044
Anthony D. Greiner	Associate Vice President	3116 Rock Springs Rd	Charlotte	NC	28226
Alonso G. Griborio	Senior Associate	9763 Darlington Place	Cooper City	FL	33328
Lynn H. Grijalva	Vice President	6809 Iris Circle	Los Angeles	CA	90068
David L. Haas	Senior Associate	5126 Broadgreen Dr.	Peachtree Corners	GA	30092
Scott A. Hardy	Senior Associate	6225 Cedar Sage Trail	Argyle	TX	76226
Gary J. Haubner	Vice President	5881 Woodbridge Lane	West Chester	OH	45069
Jeremy Hise	Senior Associate	13 Wineberry Court	Glen Arm	MD	21057
Charles S. Hocking	President	29 Hawk Ridge Road	Meredith	NH	03253
Kathryn M. Hoek	Senior Associate	62 W. 89th Street, Apt. #4F	New York	NY	10024
Jay Jackson	Vice President	4221 Chandworth Road	Charlotte	NC	28210
Charles Todd Johnson	Associate Vice President	3212 Pontellier Court	Fuquay Varina	NC	27526
Matthew P. Jones	Senior Associate	9188 Fox Run Road	Bailey	NC	27807
Shajan Joykutty	Vice President	11650 Northwest 21 Street	Plantation	FL	33323
Eamon J. Kelly	Vice President	37 Pauline Terrace	Pearl River	NY	10965
Wendell O Khunjar	Associate Vice President	107 Old Tappan Road	Tappan	NY	10983
Stephen H. King	Associate Vice President	335 New Hope Mountain Road	Indian Springs	AL	35124
Ronald J. Latimer	Vice President	27 Crolley Lane	White	GA	30184
Benjamin Levin	Senior Associate	41 Emily Road	Marlborough	CT	06447
Eric J. Lienhard	Senior Associate	13629 Blue Stem Lane	Silver Spring	MD	20906
Bryan R. Lisk	Senior Associate	4501 Boxwood Road	Raleigh	NC	27612
Anni Luck	Senior Associate	315 W 70th St, Apt. 15i	New York	NY	10023
Michael V. Marsjanik	Associate Vice President	2144 Nodleigh Terrace	Jarrettsville	MD	21084
Thomas McEnerney	Senior Associate	44 Hollywood Ave	Yonkers	NY	10707
Patrick Troy McPherson	Associate Vice President	1229 Heathcliff Drive	Virginia Beach	VA	23464
Sandeep Mehrotra	Vice President	338 Mount Hope Blvd	Hasting On Hudson	NY	10706
Albert Muniz	Vice President	5130 Northwest 52nd St	Coconut Creek	FL	33073
Ryan W. Nagel	Associate Vice President	1885 Champion Circle	Virginia Beach	VA	23456
Jeffrey A. Neale	Director of Communications	4827 Langdrum Lane	Chevy Chase	MD	20815
William H. Orne Jr.	Senior Associate	529 Glade Springs Road	Little Mountain	SC	29075
Jayson J. Page	Vice President	1235 Polk Street	Hollywood	FL	33019
Richard E. Peters	Vice President	58 Van Doren Avenue	Chatham	NJ	07928
Kurt A. Pfeffer	Associate Vice President	20771 Ramita Trail	Boca Raton	FL	33433
Christopher Phillips	Associate Vice President	1716 Rocky Falls Ct	Raleigh	NC	27610
Scott D. Phipps	Senior Associate	5515 Streamside Dr	Galena	OH	43021

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Paul A. Pitt	Vice President	266 Sundown Terrace	Orinda	CA	94563
Jeffery G Powers	Senior Associate	120 Chastain Rd NW, Unit 308	Kennesaw	GA	30144
Emanuel P. Psaltakis	Associate Vice President	7 Roy Place	Valhalla	NY	10595
Bryant K. Rogers	Vice President	4135 Jefferson Township Parkway	Marietta	GA	30066
Joseph Rohrbacher	Associate Vice President	243 Palmetto Bluff	Mount Pleasant	SC	29464
Erik J. Rosenfeldt	Associate Vice President	9111 Colonnade Circle	Ashland	VA	23005
Paul D. Saurer	Vice President	35 Ridgedale Avenue	Madison	NJ	07940
Jonathan E. Schubarth	Associate Vice President	3285 Sebastian Lane	Lexington	KY	40513
Marc Solomon	Vice President	2464 5th Avenue	San Rafael	CA	94901
Alan L. Stone	Vice President	504 Hollowridge Ct	Cary	NC	27519
James N. Struve	Vice President	4137 Hoffmeister Dr.	Waxhaw	NC	28173
Christopher W. Tabor	Associate Vice President	10047 Cool Springs Road	Mechanicsville	VA	23116
H. Thomas Tant	Vice President	508 W. Aycock Street	Raleigh	NC	27608
Ronald L. Taylor	Senior Vice President	100 Loch Vale Lane	Cary	NC	27518
Robert B. Taylor Jr.	Vice President	13393 159th Street North	Jupiter	FL	33478
Dahlia S. Thompson	Senior Associate	555 Washington Ave, Apt. 1P	Brooklyn	NY	11238
Enrique Vadiveloo	Senior Associate	1009 Northeast 4th Street	Ft Lauderdale	FL	33301
Matthew T. Valade	Vice President	79 Harmon Avenue	Pelham	NY	10803
Matthew P Van Horne	Associate Vice President	11507 Bittle Lane	Nokesville	VA	20181
Troy J. Walker	Senior Associate	7744 S Alder Drive	Tempe	AZ	85284
Zheng-Ming M Wang	Vice President	12904 Barsanlaw Dr	Raleigh	NC	27613
Rachael Wark	Associate Vice President	20 Park Avenue	Rumson	NJ	07760
Janeen M. Wietgreffe	Associate Vice President	18480 SW 4th Street	Pembroke Pines	FL	33029
Charles R. Wilson	Senior Associate	3 Lowry Lane	Rutland	MA	01543
Scott Woodard	Vice President	1016 Ridgcrest Drive	Dickson	TN	37055
Peter J. Young	Vice President	92 Webster Avenue	Port Washington	NY	11050

Hocking, Charles	Chief Executive Officer and Chief Operating Officer	29 Hawk Ridge Road	Meredith	NH	03253
Peters, Richard	Secretary	58 Van Doren Avenue	Chatham	NJ	07928
Crayon, William	Chief Financial Officer	10 Bondsburry Lane	Melville	NY	11747

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** July 9, 2020

**SUBJECT:** Proposed Personal Service Agreement with Hazen & Sawyer  
Recommendation of Firm for Design Services  
Cedar Creek WPCP Digester Rehabilitation and Cleaning Project  
Project ID No. S35100-07C

**This letter supersedes the Recommendation Letter dated May 26, 2020.** This Department proposes to enter into a personal services agreement with the firm Hazen & Sawyer to provide Design Services for the Cedar Creek WPCP Digester Rehabilitation & Cleaning Project. The scope of services for this project includes a complete evaluation of six (6) of nine (9) anaerobic sludge digesters at the Cedar Creek WPCP. This includes, but is not limited to, recommending a method for cleaning and sanitizing the interior of the digesters, identifying necessary repairs, and to evaluate and recommend the repair or replacement of sludge valves and digester gas valves within the digester building.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated March 9, 2020. The RFP was prepared in accordance with the Countywide Procurement & Compliance Policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website *eProcure*, advertised in *Newsday*, and the *Contract Reporter*.

Technical and cost proposals were received from four (4) firms on April 24, 2020, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works: Vincent Falkowski, Deputy Commissioner for Environmental Programs, Christopher Vella, Construction Inspector II, Edward Visone, Assistant Superintendent of Sanitary Construction, and Karen Fay, Sanitary Engineer III.

After tabulating the combined technical scores and establishing ranking order as per the below table, it was determined that Hazen & Sawyer was the most technically qualified firm, followed by H2M, D&B, and Cameron in that order. These firms were deemed technically qualified because they had a good understanding of this project, they proposed a competent experienced team, and have proven experience managing similar projects. For these reasons, we believe any of these 4 firms can successfully deliver this project. Next, the cost proposals were opened and recorded for these four (4) firms.

The results of the technical evaluation and proposed costs are as follows:

FIRM(S)	RANK	TECHNICAL SCORE	PROPOSED COST	PROPOSED COST w/ CONTINGENCY
Hazen & Sawyer	1	86.25	\$1,027,284.00	\$1,335,469.20
H2M	2	81.75	\$1,039,000.00	\$1,350,700.00
D&B	3	79.50	\$1,047,000.00	\$1,361,100.00
Cameron	4	79.25	\$1,595,000.00	\$2,073,500.00



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

July 9, 2020

Page 2 of 2

Subject: Proposed Personal Service Agreement with Hazen & Sawyer  
Recommendation of Firm for Design Services  
Cedar Creek WPCP Digester Rehabilitation and Cleaning Project  
Project ID No. S35100-07C

Hazen & Sawyer was selected for this contract award because they had the highest technical score and had the lowest cost of all the firms that proposed. Hazen & Sawyer has more institutional knowledge of the nine digesters than the other firms because of their completion of past Digester Rehab Technical Design Reports (TDR). They proposed a strong, technically qualified staff with similar contract experience. Hazen & Sawyer completed 15 major Digester Tank assessments & Rehabs along the eastern seaboard most within budget and, in some cases, ahead of schedule. The other firms, while having some digester experience, did not match the level of experience that Hazen & Sawyer has in this area. In addition, as per the Countywide Procurement Policy, a specified method for comparing proposals is to score them in terms of price per technical evaluation point and to select the proposal that has the lowest cost per technical evaluation point. This method resulted in Hazen & Sawyer having the lowest price point of \$11,910, H2M's price point was \$12,709, D&D's price point was \$13,169, and Cameron's price point was \$20,126.

In our professional judgement, the proposal submitted by Hazen & Sawyer, receiving a high technical ranking and lowest proposed cost, as well as the other reasons listed above, provided the best value to Nassau County. As such, it is the department's recommendation that Hazen & Sawyer be retained to provide Design Services for the Cedar Creek WPCP Digester Rehabilitation and Cleaning S35100-07C Project.

Hazen & Sawyer is a local firm having extensive experience in the wastewater field within Nassau County and other various municipalities within the New York Metropolitan area. Hazen & Sawyer's local office is located in Hicksville, NY.

Funding for these Engineering services is available under Capital Project No. S35100. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement. However, due to financial concerns, it is recommended that the Department encumber funds for Division A Services, inclusive to the Technical Design Report (TDR), plus 30% contingency only. Following the acceptance of the TDR, the Department proceed with a Contract Advisement to encumber the remaining funds for Division B through E services.

Hazen & Sawyers cost for Division A Services is \$250,913.00. Including 30% contingency, the amount to be encumbered is **\$326,186.90**

Please signify below if you approve or disapprove of our recommendation, after which we will implement the appropriate Departmental procedure(s).



Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Christopher Vella, Construction Inspector II  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Jacobs  
Adrian Hamilton, Jacobs

APPROVED:



7/16/2020

Brian J. Schneider  
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider  
Deputy County Executive

Date

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date this Agreement is executed by the County of Nassau (the “Effective Date”), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the “County”) acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) Hazen and Sawyer, D.P.C., having its principal office at 498 Seventh Ave, New York, NY 10018 (the “Firm” or the “Contractor”).

### W I T N E S S E T H:

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

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

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

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

1. Term.

The term of this Agreement shall commence upon the date (the “Commencement Date”) that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Sixtieth (60th) month from the Commencement Date (“Expiration Date”) unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S35100-07C Cedar Creek Water Pollution Control Plant (WPCP) Digester Rehabilitation and Cleaning Project, shall consist of those specific work divisions and deliverables as enumerated in the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Exhibit “A”.

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million, Three Hundred Thirty-five Thousand, Four Hundred Sixty-nine Dollars, & Twenty Cents (\$1,335,469.20) (the "Maximum Amount").

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the



services provided, and the payment requested as consideration for such services, (b) certifies that the services rendered, and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).

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

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

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

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

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

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating

Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name “Nassau County” as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii)

in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

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

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

12. Termination.

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

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

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

right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect

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

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

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

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

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

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

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

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



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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

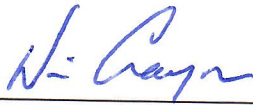
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

{Remainder of page intentionally left blank}

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

Hazen and Sawyer, D.P.C.

By:   
Name: William Crayon  
Title: Chief Financial Officer  
Date: June 25, 2020

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25th day of June in the year 2020 before me personally came  
William Crayon 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  
Chief Financial Officer of Hazen and Sawyer, D.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

**YIN LING CHIU**  
**Notary Public, State of New York**  
**No. 01CH6329780**  
**Qualified in Richmond County**  
**Term Expires August 31, 2023**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

## EXHIBIT “A”

### DETAILED SCOPE OF SERVICES

#### **Division A Services – Condition Assessment**

Evaluate the condition of the existing facility and equipment to identify necessary repairs and improvements to bring the system’s components into a state of good repair and compliance within applicable codes and standards. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR). The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the system. The evaluation shall, at a minimum, encompass the following:

- Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
- Site survey (visual inspection, measurements, photographs and data collection in general).
- Hazardous Materials survey (Lead Based Paint, asbestos, PCB, mercury, etc.).

#### **Preparation of Technical Design Report**

Prepare a Technical Design Report (TDR) to include the following:

1. Description of existing conditions and deficiencies identified by the Firm during the condition assessment and interviews with staff responsible for system operation & maintenance.
2. Discussion of system modification options based on modern standards and guidelines.
3. Evaluation of each option’s associated capital costs, operational costs, efficiency, maintenance and serviceability considerations, and expected life.
4. Recommendations of an option and basis for the recommendation.
5. Schematic design, listing design criteria and basis for design including calculating potential flow within the collection area and any additional flow from anticipated development within the area.
6. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies.
7. Coordination with other design or construction activities that may be ongoing at an undefined time.
8. Proposed approach to maintaining facilities operations during construction.
9. Preliminary design and construction schedule.
10. Preliminary construction cost estimate.

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (\*.PDF format) copy of the TDR.

## **Division B Services - Detailed Design**

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates of the project suitable for public bidding. It is anticipated that the project will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County and shall control in the event of any conflict or discrepancies.
2. Submittal of bid plans and master specification book in \*.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.
3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.
4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
5. Submit three (3) copies of a detailed construction cost estimate with each of the milestone design submissions (at 40%, 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
6. Prepare and submit the necessary Environmental Impact Forms.
7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
  - a. New York State Department of Environmental Conservation-Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
  - b. Nassau County agencies-Fire Marshal and/or Health Department

c. Other Local agencies (Towns, Villages...)

8. Submit written responses to all County review comments.
9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
10. Make periodic site visits as necessary for a complete understanding of the system operation.
11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
12. Review all comments and/or questions posed by prospective bidders.
13. Prepare all necessary addenda to the contract documents.
14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
15. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

16. PSEG Long Island Commercial Efficiency Program:  
PSEG Long Island offers a rebate to customers who install variable frequency drives and other energy saving equipment. Should this rebate be available upon completion of this Project design, the Engineer shall coordinate the potential rebate with PSEG on behalf of the County and provide any information necessary. The County is interested in maximizing the use of available PSEG rebates through the Project Design.

### **Division C - General Inspection Services**

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

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and \*.PDF format and a master specification book.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.
  - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

#### **Division D- Facility Operation and Maintenance Manual**

Under this division of work, the Firm shall compile and prepare an Operation and Maintenance Manual ("O&M Manual") for each site, using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

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

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

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.



Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the Project. The SOPs shall be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel.

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

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

### **Division E- Facility Start-Up, Staffing and Training Services**

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

1. Start-Up Services.
  - a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Project.
  - b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
  - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
  - d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Project. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
  - e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Project.

- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Project. The Firm shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.
  - g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
  - h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.
2. Training Services.
- a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Project. This training shall be geared toward the following areas:
    - i. Process theory/process control.
    - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
    - iii. Preventative/corrective maintenance.
    - iv. Safety.
    - v. Laboratory training.
    - vi. "Hands-on" training.
  - b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
  - c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
3. One (1) Year Project Operating Report.
- a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the Project for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

## EXHIBIT B

### PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in “Exhibit A,” including any extra services that may be authorized under this Agreement, shall be made as follows:

**Technical Design Report (Division A)** - The Contractor shall be paid a total lump sum amount of **Two Hundred Fifty Thousand, Nine Hundred Thirteen Dollars & Zero cents (\$250,913.00)** to cover all costs associated with Division A work, as outlined in Exhibit A.

**Detailed Design (Division B) & Construction Related Services (Divisions C, D & E)** - For the remainder of the design and construction phases, including the construction administration phases (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for the construction contract will be determined by a straight-line interpolation between the limits of the construction cost delineated as follows:

<u>NET CONSTRUCTION COST</u>	x	<u>DESIGN FEE PERCENTAGE</u>	=	<u>TOTAL DESIGN FEE</u>
\$26,000,000 and above	x	3.25%	=	\$845,000.00
\$23,000,000	x	3.50%	=	\$805,000.00
<b>\$20,000,000</b>	<b>x</b>	<b>3.88%</b>	<b>=</b>	<b>\$776,371.00</b>
\$17,500,000	x	4.44%	=	\$776,371.00
\$15,000,000 and below	x	5.18%	=	\$776,371.00

An initial estimated construction cost of **Twenty Million Dollars (\$20,000,000)** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

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

**Partial Payments** - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner. The portion of Contractor's work completed during the General Inspection Services phase shall not exceed the project schedule percent complete as indicated on the approved monthly CPM schedule update.

**Overtime** - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

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

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

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

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

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

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

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

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

END OF SECTION

## **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.

END OF SECTION

## 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:

Charles S. Hocking \_\_\_\_\_ (Name)

29 Hawk Ridge Road, Meredith, New Hampshire 03253 \_\_\_\_\_ (Address)

212-539-7001 \_\_\_\_\_ (Telephone Number)

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

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

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

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

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

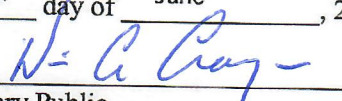
June 25, 2020  
Dated \_\_\_\_\_

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

Charles S. Hocking  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

25th day of June, 2020.

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

**WILLIAM A. CRAYON**  
Notary Public, State of New York  
No. 01CR6068119 Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires December 24, 2021

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

**TO:** Vincent Falkowski, Deputy Commissioner

**FROM:** Office of the Commissioner

**DATE:** December 4, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
**C19-137 – Contract S35100-02C – Project Design Services for the  
Cedar Creek WPCP Digester Rehabilitation & Cleaning Project**

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-137**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Loretta Dionisio, Assistant to Deputy Commissioner  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

**DATE:** November 15, 2019

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: S35100-02C – Project Design Services

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

1. DPW plans to recommend a contract/agreement for the following services: design services for the Cedar Creek WPCP Digester Rehabilitation & Cleaning Project.
2. The work involves the following:  
Providing design services and design services during construction.
3. An estimate of the cost is: \$1,500,000.00
4. An estimate of the duration is: Sixty (60) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva  
Deputy Commissioner

RD:VF:rp

c: Christopher Nicolino, Director, Office of Labor Relations  
Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Jonathan Lesman, Management Analyst II  
Graham Sharkey, Theodore Diamantis, Jacobs



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Richard E. Peters, Vice President and Northeast Regional Manager

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Hazen and Sawyer, D.P.C.

Name of Organization

498 Seventh Avenue, 11th Floor, New York, NY 10018

Address of Organization



HAZE&amp;SA-01

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

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

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (703) 827-2277 <b>FAX (A/C, No):</b> (703) 827-2279 <b>E-MAIL ADDRESS:</b> admin@amesgough.com		
<b>INSURED</b>  Hazen and Sawyer, D.P.C. 498 Seventh Avenue New York, NY 10018		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Hartford Fire Insurance Company A+ (XV)		19682
		<b>INSURER B:</b> Hartford Casualty Insurance Company A+ (XV)		29424
		<b>INSURER C:</b> Twin City Fire Insurance Company A+ (XV)		29459
		<b>INSURER D:</b> Continental Casualty Company (CNA) A, XV		20443
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			42UUNBH8062	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual Liab.		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			42UENBH7997	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					Comp./Coll. Ded \$ 1,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					AGGREGATE \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WBAD0SYE	3/29/2020	3/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				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				
D	Professional			AEH008231489	3/29/2020	3/29/2021	Per Claim 2,000,000
D	Liability			AEH008231489	3/29/2020	3/29/2021	Aggregate 4,000,000

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

RE: AGREEMENT #S35100-07C - CEDAR CREEK WATER POLLUTION PLANT (WPCP) DIGESTER REHABILITATION AND CLEANING PROJECT

Nassau County is included as additional insured with respect to General Liability per form CG 20 26 04 13 and Automobile Liability per form HA 99 13 01 87, when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a A Waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
One West Street  
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





AGENCY CUSTOMER ID: HAZE&amp;SA-01

KGODWIN

LOC #: 0

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Hazen and Sawyer, D.P.C.</b> <b>498 Seventh Avenue</b> <b>New York, NY 10018</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	


**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:  
in accordance with policy terms and conditions.  
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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

**Part 1- General Information:**

Consultant/Contractor Name:	Hazen and Sawyer, D.P.C.
Address (street/city/state/zip code):	77 Newbridge Road, Hicksville, NY 11801
Authorized Representative (name/title):	Stephen Cluff, PE Project Manager
Authorized Signature:	
Contract Number:	S35100-07C
Contract/Project Name:	Cedar Creek Water Pollution Control Plant (WPCP) Digester Rehabilitation and Cleaning Project
Contract/Project Description:	S35100-07C Engineering services in support of the evaluation, design, cleaning, and rehabilitation of 6 anaerobic sludge digesters.

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$1,027,284	
Total MBE Dollar Amount	\$140,814	13.7%
Total WBE Dollar Amount	\$73,215	7.1%
Total Combined M/WBE Dollar Amount	\$214,029	20.8%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ ) and Award Date	MBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> KHEOPS Architectural, Engineering, and Survey, D.P.C. <b>Address:</b> 300 Pearl Street, Suite 100 <b>City:</b> Buffalo <b>State/Zip Code:</b> New York, 14202 <b>Authorized Representative:</b> Dietrich Bankhead <b>Telephone No.</b> (404)-849-5937	Structural Engineering Services	<b>Amount (\$):</b> \$140,814  <b>Award Date:</b> April 24, 2020	<b>Start Date:</b> September 1, 2020  <b>Completion Date:</b> September 1, 2025
<b>Name:</b>  <b>Address:</b>  <b>City:</b>  <b>State/Zip Code:</b>  <b>Authorized Representative:</b>  <b>Telephone No.</b>		<b>Amount (\$):</b>   <b>Award Date:</b>  	<b>Start Date:</b>   <b>Completion Date:</b>  
<b>Name:</b>  <b>Address:</b>  <b>City:</b>  <b>State/Zip Code:</b>  <b>Authorized Representative:</b>  <b>Telephone No.</b>		<b>Amount (\$):</b>   <b>Award Date:</b>  	<b>Start Date:</b>   <b>Completion Date:</b>  

**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$ and Award Date	WBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> Nasco Construction Services <b>Address:</b> 200 Business Park Drive <b>City:</b> Armonk <b>State/Zip Code:</b> New York, 10504 <b>Authorized Representative:</b> Edward Hiney <b>Telephone No.</b> (914)-765-0984	Cost Estimating	<b>Amount (\$):</b> \$33,854  <b>Award Date:</b> April 24, 2020	<b>Start Date:</b> September 1, 2020  <b>Completion Date:</b> September 1, 2025
<b>Name:</b> Bidwell Environmental LLC <b>Address:</b> 1353 Kings Highway P.O. Box 266 <b>City:</b> Sugar Loaf <b>State/Zip Code:</b> New York, 10981 <b>Authorized Representative:</b> Ellen Metzger <b>Telephone No.</b> (845)-610-3993	Environmental, Health and Safety	<b>Amount (\$):</b> \$39,362  <b>Award Date:</b> April 24, 2020	<b>Start Date:</b> September 1, 2020  <b>Completion Date:</b> September 1, 2025
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b> 	<b>Start Date:</b>  <b>Completion Date:</b> 