



Certified:

E-14-21

Filed with the Clerk of the
Nassau County Legislature
January 20, 2021 10:38 am

NIFS ID:CLPW20000031 Department: Public Works

Capital: X

SERVICE: Amendment 2-Ocean Ave @ Merrick Rd-H61025CM-PIN 0760.14

Contract ID #:CFPW16000018

NIFS Entry Date: 28-DEC-20

Term: from 19-OCT-20 to 18-APR-22

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

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

Vendor Info:	
Name: NV5 New York	Vendor ID#: [REDACTED]
Address: 40 Marcus Drive, Suite 201 Melville, NY 11747	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590 Phone: 516 571 9651

Routing Slip

Department	NIFS Entry: X	28-DEC-20 -- LDIONISIO
Department	NIFS Approval: X	29-DEC-20 -- RDALLEVA
DPW	Capital Fund Approved: X	29-DEC-20 -- RDALLEVA
OMB	NIFA Approval: X	31-DEC-20 -- CNOLAN
OMB	NIFS Approval: X	29-DEC-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	30-DEC-20 -- AAMATO
County Atty.	Approval to Form: X	30-DEC-20 -- NSARANDIS

CPO	Approval: X	07-JAN-21 -- KOHAGENCE
DCEC	Approval: X	08-JAN-21 -- JCHIARA
Dep. CE	Approval: X	09-JAN-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	19-JAN-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment for additional time and funds for the existing Construction Management agreement with NV5 New York to continue construction management services for Ocean Ave at Merrick Road Intersection Improvement. PIN 0760.14. FEDERAL AID.
Method of Procurement: RFP issued 3/4/15 - 12 proposals received
Procurement History: Original Agreement was entered into after a written request for proposals was issued on March 4, 2015. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Twelve (12) of potential proposers requested copies of the RFP. Proposals were due on Wednesday, April 1, 2015. Twelve (12) proposals were received and evaluated. The evaluation committee consisted of: _Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner and Richard Iadevaio, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.
Description of General Provisions: NV5 shall continue to provide construction management services for the Ocean Avenue/Merrick Road Intersection Improvement. Construction management services include investigating site conditions, quality assurance, monitor progress, produce reports, provides resident engineers and construction inspectors, among other services. The need for additional time and funds is due to conflicts with utilities and several re-designs that delayed the project. The construction management services were still necessary during the delay to help coordinate with utilities and on re-design services.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from Capital Project 61025. Amendment #2, which will add \$ 276,000.00 to the agreement, brings the maximum payment limitation to One Million Two Hundred Sixty Six Thousand two Hundred Eighty Dollars (\$1,266,280.00) dollars. 80% of this funding will be reimbursed from Federal Aid. PIN 0760.14.
Change in Contract from Prior Procurement: This amendment is extending the term of the agreement by 18 months and adding \$276,000.00 to the original agreement. The new termination date of this agreement shall be April 18, 2022.
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	00	Revenue		1	PWCAPCAP-61025-00003-000	\$ 276,000.00
Resp:	CAP	Contract:				
		County	\$ 0.00			\$ 0.00

Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	61025	Capital	\$ 276,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 276,000.00		TOTAL	\$ 276,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with NV5 New York in connection with Construction Management/ Inspection Services in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with NV5 New York.



Nassau County Interim Finance Authority

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

1. **Vendor:** NV5 New York

2. **Dollar amount requiring NIFA approval:** \$276000

Amount to be encumbered: \$276000

This is a Amendment

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

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

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

3. **Contract Term:** 10/196/2016 - 4/18/2022

Has work or services on this contract commenced? Y ____

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

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? N

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

This is a second amendment to the existing Construction Management agreement for Ocean Ave at Merrick Road Intersection Improvement contract with NV5 New York

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

31-DEC-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: NV5 New York

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

FEDERAL TAX ID #: 13-2849354

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

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

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

The original Contract was entered into after a written request for proposals was issued on March 4, 2015. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Twelve (12) of potential proposers requested copies of the RFP. Proposals were due on Wednesday, April 1, 2015. Twelve (12) proposals were received and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhil Maitra, P.E., Deputy Commissioner and Richard Iadevaio, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. This agreement amended in July 2019 and expired in October 18, 2020. Now this is a second amendment to the original agreement

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

12/24/20

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, Linda Reardon 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: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Vendor's Address: 40 Marcus Drive, Suite 201 Melville NY US 11747

Vendor's EIN or TIN: 132849354

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
12/24/2020 10:54:22 AM

Lobbyist Registration and Disclosure Form:
12/24/2020 11:09:34 AM

Business History Form certified:
12/24/2020 11:17:04 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
12/24/2020 11:02:11 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Daniel McGovern [DAN.MCGOVERN@NV5.COM]	10/05/2020 01:42:44 PM
Robert Ellis [ROBERT.ELLIS@NV5.COM]	10/05/2020 01:37:39 PM
Linda Reardon [LINDA.REARDON@NV5.COM]	10/05/2020 01:34:35 PM
Jackson Wandres [JACKSON.WANDRES@NV5.COM]	10/05/2020 01:41:02 PM
Thomas Badenoch [THOMAS.BADENOCH@NV5.COM]	10/05/2020 01:39:23 PM

I, Linda Reardon 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."

Linda Reardon

Name

Vice President

Title

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

Name of Submitting Entity

12/28/2020 10:30:47 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: 12/24/2020

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

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

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 891-3200

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

4) Dun and Bradstreet number: 081166673

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

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ If yes, please provide details:

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:
NV5 New York - Engineers, Architects, Landscape Architects and Surveyors is affiliated with NV5, Inc.

- 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.

NV5 presently has no interest and shall not have any interest, direct or indirect, in which activities would conflict in any manner with the performance of services contemplated by the agreement with the County. No person having such interest shall be employed by, or associated with NV5 during the term of this agreement.

- 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;

01/01/1968

- 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.

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA - Director of Landscape Architecture/Partner
Daniel McGovern, AIA - Director of Architecture/Partner
Thomas Badenoch, PLS - Director of Survey/Partner

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

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

Linda Reardon, P.E. - Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA - Director of Landscape Architecture/Partner
Daniel McGovern, AIA - Director of Architecture/Partner
Thomas Badenoch, PLS - Director of Survey/Partner
Robert Ellis - Chief Financial Officer

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

2800

vi) Annual revenue of firm;

500000000

vii) Summary of relevant accomplishments

Please see attached.

1 File(s) Uploaded: NV5 Experience.pdf

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

1 File(s) Uploaded: Licenses.pdf

B. Indicate number of years in business.

52

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

No other.

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

Company Suffolk County Department of Public Works

Contact Person Mr. William Hillman, PE

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country US

Telephone (631) 852-4002

Fax # (631) 852-4150

E-Mail Address William.Hillman@suffolkcountyny.gov

Company Nassau Community College

Contact Person Ms. Carol Lynn Friedman, RA

Address One Education Drive

City Garden Ctty State/Province/Territory NY

Country US

Telephone (516) 572-9786

Fax # (516) 572-9786

E-Mail Address Carol.Friedman@ncc.edu

Company Town of North Hempstead

Contact Person Mr. Robert Fazio

Address 285 Denton Avenue

City New Hyde Park State/Province/Territory NY

Country US

Telephone (576) 739-6716

Fax # (576) 739-6716

E-Mail Address fazior@northhempsteadny.gov

I, Linda Reardon , 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, Linda Reardon , 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: NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Electronically signed and certified at the date and time indicated by:
Linda Reardon [LINDA.REARDON@NV5.COM]

Vice President
Title

12/24/2020 11:17:04 AM
Date

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

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

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 05/01/2019 TO 04/30/2022.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0016267

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

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

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
11/01/2018 TO 10/31/2021.



CERTIFICATE NUMBER
0015813

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

THE NV5 TEAM



NV5

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

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

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

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



New York Public Library Entrance, NYC



New York Botanical Garden Visitor Center, NYC



NCC Parking Lots, Hempstead, NY



Reconstruction of Battery Place, NYC

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



American Museum of Natural History, NYC

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



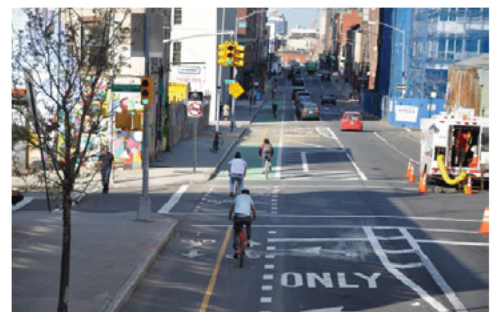
John Jay Park Playground, NYC

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



CR 58 Roundabout

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



Brooklyn Waterfront Greenway, Brooklyn, NY

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

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EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 05/01/2019 TO 04/30/2022.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0016267

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

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

**NV5 NEW YORK-ENGINEERS ARCHITECTS LANDSCAPE
ARCHITECTS AND SURVEYORS
32 OLD SLIP
SUITE 401
NEW YORK, NY 10005-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
11/01/2018 TO 10/31/2021.



CERTIFICATE NUMBER
0015813

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Stephen Normandin [STEPHEN.NORMANDIN@NV5.COM]

Dated: 12/24/2020 10:35:54 AM

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

Title: Managing Director



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Linda Reardon [LINDA.REARDON@NV5.COM]

Dated: 12/24/2020 11:09:34 AM

Vendor:

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

Title:

Vice President

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: Daniel McGovern
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
- Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090
- Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>11/10/2003</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		11/10/2003

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

YES ☒ NO ☐ If Yes, provide details.

Daniel McGovern is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Daniel McGovern , 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, Daniel McGovern , 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.

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

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel McGovern [DAN.MCGOVERN@NV5.COM]

Director of Architecture/Partner
Title

10/05/2020 01:42:44 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: Jackson Wandres
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
- Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-2090
- Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/03/2008</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		12/03/2008

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

YES ☒ NO ☐ If Yes, provide details.

Jackson Wandres is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Jackson Wandres , 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, Jackson Wandres , 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.

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

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jackson Wandres [JACKSON.WANDRES@NV5.COM]

Partner
Title

10/05/2020 01:41:02 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: Linda Reardon, PE
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>10/01/2015</u>
Vice President	<u>10/01/2015</u>		
(Other)			

Type	Description	Start Date
Partner		10/01/2015
Vice President		10/01/2015

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

YES ☒ NO ☐ If Yes, provide details.

Linda Reardon is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned her financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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, Linda Reardon , 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, Linda Reardon , 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.

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

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Linda Reardon [LINDA.REARDON@NV5.COM]

Vice President
Title

10/05/2020 01:34:35 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: Robert Ellis
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____

Business Address: 7 Campus Drive, Suite 300
City: Parsippany State/Province/Territory: NJ Zip/Postal Code: 07054
Country: US
Telephone: (973) 946-5600

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>04/01/1999</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Chief Financial Officer		04/01/1999

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Robert Ellis , 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, Robert Ellis , 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.

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

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Robert Ellis [ROBERT.ELLIS@NV5.COM]

Chief Financial Officer/Regional Controller
Title

10/05/2020 01:37:39 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: Thomas Badenoch
Date of birth: _____
Home address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____

Business Address: 32 Old Slip, Suite 401
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: (212) 741-8090

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>11/10/2003</u>
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Partner		11/10/2003

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

YES ☒ NO ☐ If Yes, provide details.

Thomas Badenoch is an equity partner of NV5 New York ? Engineers, Architects, Landscape Architects and Surveyors, having assigned his financial interest over to NV5, Inc. NV5, Inc. is a wholly owned subsidiary of NV5 Global, Inc.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Thomas Badenoch [THOMAS.BADENOCH@NV5.COM]

Partner

Title

10/05/2020 01:39:23 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: NV5 New York - Engineers, Architects, Landscape Architects and SurveyorsAddress: 40 Marcus Drive, Suite 201City: Melville State/Province/Territory: NY Zip/Postal Code: 11747Country: US2. Entity's Vendor Identification Number: 13-28493543. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded NV5 Principals.pdf

First Name Daniel
Last Name McGovern
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Director of Architecture/Partner

First Name Linda
Last Name Reardon
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Sr. V.P., Director of NY Operations/Partner

First Name Jackson
Last Name Wandres
MI _____ Suffix _____
Address _____
City Brooklyn State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Director of Landscape Architecture/Partner

First Name Thomas
Last Name Badenoch
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country US
Position Director of Survey/Partner

First Name Robert
Last Name Ellis
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country US
Position Chief Financial Officer

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.

1 File(s) uploaded NV5 Partners.pdf

First Name Daniel
Last Name McGovern
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Architecture/Partner

First Name Linda
Last Name Reardon
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Sr. V.P., Director of NY Operations/Partner

First Name Jackson
Last Name Wandres
MI _____ Suffix _____
Address _____
City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Landscape Architecture/Partner

First Name Thomas
Last Name Badenoch
MI _____ Suffix _____
Address _____

City _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country _____
Position Director of Survey/Partner

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

NV5, Inc. - Corporation holding management agreement with partnership - This affiliated company is not performing any work on this contract.

NV5 Global, Inc. Parent company (non-operational holding company) - This affiliated company is not performing any work on this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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:

Linda Reardon [LINDA.REARDON@NV5.COM]

Dated: 12/24/2020 11:02:11 AM

Title: Vice President

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.



NV5 New York – Engineers, Architects, Landscape Architects and Surveyors Partners

Name	Address	Title
Linda Reardon, PE		Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA		Director of Landscape Architecture/Partner
Daniel McGovern, AIA		Director of Architecture/Partner
Thomas Badenoch, LS		Director of Survey/Partner



**NV5 New York – Engineers, Architects, Landscape Architects and Surveyors
Principals**

Name	Address	Title
Linda Reardon, PE		Sr. V.P., Director of NY Operations/Partner
Jackson Wandres, RLA		Director of Landscape Architecture/Partner
Daniel McGovern, AIA		Director of Architecture/Partner
Thomas Badenoch, LS		Director of Survey/Partner
Robert Ellis		CFO

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: December 22, 2020

SUBJECT: Improvement of the Intersection of Ocean Avenue at Merrick Road, in the
Inc. Villages of Lynbrook and Rockville Centre
Recommendation to Amend Retroactively Professional Services Agreement
with NV5
Agreement No.: H61025 CM
Encumbrance No.: CFPW16000018
Capital Project No.: H61025 PIN 0760.14

Introduction and Statement of Need:

The Department of Public Works procured NV5 New York to provide Construction Management and Inspection services for the Improvement of the Intersection of Ocean Avenue and Merrick Road, in the Villages of Lynbrook and Rockville Centre, through an open RFP. This agreement was signed on October 19, 2016, for a duration of eighteen (18) months with a one (1) year extension at the Commissioner's discretion for an amount of \$504,280.00. This agreement was going to expire on April 18, 2019. The construction project was delayed for almost two (2) years, due to conflicts with many utilities and several re-designs, The CM Agreement was amended in July 2019, (Amendment No. 1) to increase the pay amount by \$486,000.00 a Maximum Amount payable to the Firm for Services shall not exceed nine hundred ninety thousand two hundred eighty Dollars (\$990,280.00) (the "Amended Maximum Amount") and the new expiration date would be October 18, 2020. The consultant coordinated the work to be performed by the various utilities, in conjunction with the project design and proposed work, which utilized much of the CM funds that were encumbered to manage the construction.

During this period, the utility companies completed their work within the project limits and the project was able to begin. However, after Amendment No. 1, there were more field changes which required design changes and Change Order approvals. Furthermore, the construction contractor delayed submission of required paperwork in order to advance the project, which ultimately lead to the Department to default against Intercounty Paving Associates, LLC (IPA). Then the department finalized the agreement with IPA's Bonding Company Fidelity & Deposit Company of Maryland, which took over the project and signed the contract with Nassau County on June 23, 2020. Subsequently, Fidelity and Deposit Company of Maryland hired Cashin Spinelli & Ferretti, LLC on their behalf to manage this construction contract which was then awarded to contractor H&L Contracting, LLC for construction.

As explained above, unanticipated resident engineering services were required to continue through this time to oversee the default procedure to IPA and awarding the contract to Fidelity & Deposit Company of Maryland, LLC to assist Nassau County Department of Public Works. Finally, Notice to Proceed was issued to Cashin Spinelli & Ferretti, LLC on Behalf of Fidelity and Deposit Company of Maryland on September 10, 2020, for construction.

Technical Necessity and Status of this CM Agreement:

This Consultant agreement was signed on October 19, 2016, for a duration of eighteen (18) months with a one (1) year extension at the Commissioner's discretion. The construction project was delayed for almost two (2) years, due to conflicts with many utilities and several re-designs. This CM Agreement was amended in July 2019 (Amendment No. 1) to a Maximum Amount payable to the Firm for Services shall not exceed nine hundred ninety thousand two hundred eighty Dollars (\$990,280.00) (the "Amended Maximum Amount") and the new expiration date for October 18, 2020.



Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive
December 22, 2020
Page 2

SUBJECT: Improvement of the Intersection of Ocean Ave at Merrick Road, in the
Inc. Villages of Lynbrook and Rockville Centre
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As previously explained, construction management services were needed during the delay time due to conflicts with many utilities and several re-designs and additional delays due to default procedures regarding IPA and awarding and assigning the contract to Fidelity & Deposit Company of Maryland, LLC to assist Nassau County Department of Public works. Right after default procedure and awarding the contract to Fidelity & Deposit Company of Maryland, LLC, the construction management agreement with NV5 expired. In order to resume and complete this project, this agreement needs additional funds to be encumbered and the expiration date extended.

The Contract Requirements and the History of this Amendment:

NV5's Agreement, H61025CM was signed on October 19, 2016, for a duration of eighteen (18) months for an amount of \$504,280.00, with a one (1) year extension at the Commissioner's discretion. This original agreement expired on April 18, 2019. This CM Agreement was amended in July 2019 (Amendment No. 1) to a Maximum Amount \$990,280.00 and the new expiration date would be October 18, 2020. In order to resume and complete this project, this CM Agreement will need additional funds to be encumbered under this line and to extend this agreement beyond the current expiration date.

The Department of Public works is requesting to increase the cap for this agreement by two hundred seventy-six thousand dollars (\$276,000.00), as well as encumber the same and extend this agreement an additional eighteen months, to complete the project. The total Maximum Amount that the County shall pay to the Firm as full consideration for services shall not exceed one million two hundred sixty six thousand two hundred eighty dollars (\$1,266,280.00) (the "Amended Maximum Amount") and the new expiration date will be April 18, 2022.

Reasons why the Amendment was not achieved before Expiration:

As explained above, due to conflicts with many utilities and several re-designs, spanning a period of almost two (2) years, this CM Agreement was amended in July 2019 (Amendment No. 1) to a Maximum Amount payable to the Firm for Services shall not exceed \$990,280.00 and the new expiration date was October 18, 2020. The consultant coordinated the work to be performed by the various utilities, in conjunction with the project design and proposed work, which utilized much of the CM funds that were encumbered to manage the construction.

During this period, the utility companies completed their work within the project limits and the project was able to begin. However, after Amendment No. 1, there were more field changes which required design changes and Change Order approvals. Furthermore, the construction contractor delayed submission of required paperwork in order to advance the project, which ultimately lead to the Department defaulting IPA and awarding the contract to Fidelity & Deposit Company of Maryland, LLC. At that time, this CM Agreement was not expired, but now this agreement is expired and most of the funding is exhausted. Based on the schedule provided by the current construction contractor, the Department is hopeful that construction will be completed in September 2021, and project will be closed out in April 2022. NV5 has continued to provide construction management services for the project in the interest of the County, pending this proposed amendment.

Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive
December 22, 2020
Page 3

SUBJECT: Improvement of the Intersection of Ocean Ave at Merrick Road, in the
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Capital Project No.: H61025 PIN 0760.14

Conclusion and Recommendations:

The Department would like to encumber additional funds and extend the time to allow NV5 to complete the construction management services for this construction contract. It would be impractical to stop work and re-procure construction management services. Also, given their familiarity with the project, NV5 is best placed to assist the County with managing this contract.

It is therefore the Department's recommendation, that the agreement with NV5 New York be amended to increase the cap for this agreement by two hundred seventy-six thousand dollars (\$276,000.00), as well as encumber the same and extend this agreement an additional eighteen months, to complete the project. The total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed one million two hundred sixty six thousand two hundred eighty dollars (\$1,266,280.00) (the "Amended Maximum Amount") and the new expiration date will be April 18, 2022.

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



Kenneth G. Arnold
Commissioner

KGA:RM:jd

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Service Unit
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager II

APPROVED:

 12/22/2020

Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) NV5 New York, having its principal office at 40 Marcus Drive, Suite 201, Melville, NY 11747 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H61025CM between the County and the Firm, executed on behalf of the County on October 19, 2016, (the "Original Agreement") and Amendment No 1 executed on July 10, 2019, the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities at Ocean Ave and Merrick Road intersection improvement project for Nassau County Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from October 19, 2016 through April 18, 2018 (the "Original Term") and then extended one more year up to April 18, 2019 and the Amendment No 1, extended the agreement up to October 18, 2020.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, and Amendment No 1 as full compensation for the Services, was Nine Hundred Ninety Thousand Two Hundred Eighty Dollars (\$990,280.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 18 more months,


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

Term. Section 1 Term of this agreement in consideration shall be revised to add 18 more months to this agreement from the date of expiration of the Amendment No 1 of the original agreement. The new termination date for this agreement shall be April 18, 2022 (the new amended date) unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Extended Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Two Hundred Seventy Six Thousand Dollars (\$276,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Two Hundred Sixty Six Thousand two Hundred Eighty Dollars (\$1,266,280.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

NV5- New York.
By: 
Name: STEPHEN NORMANDIN
Title: MANAGING DIRECTOR
Date: 10/5/20

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 5th day of October in the year 2020 before me personally came Stephen Norman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the MANAGING-DIRECTOR of NVS, 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.



EILEEN I. KELLY
Notary Public, State of New York
No. 01KE6011434
Qualified In Suffolk County
Commission Expires August 10, 2021

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2020 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

i

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.

A handwritten signature in blue ink, appearing to read "S. Normandin", written over a horizontal line.

Signature

STEPHEN NORMANDIN, MANAGING DIRECTOR

Printed Name and Title

A handwritten date "10/7/20" in blue ink, written over a horizontal line.

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2021

12/29/2020

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).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460 3600	CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS																					
INSURED 1484318 NV5 New York Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville NY 11747	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A</td><td>Valley Forge Insurance Company</td><td>20508</td></tr> <tr> <td>INSURER B</td><td>Continental Casualty Company</td><td>20443</td></tr> <tr> <td>INSURER C</td><td>The Continental Insurance Company</td><td>35289</td></tr> <tr> <td>INSURER D</td><td>National Fire Insurance Co of Hartford</td><td>20478</td></tr> <tr> <td>INSURER E</td><td>Berkley Insurance Company</td><td>32603</td></tr> <tr> <td>INSURER F</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Valley Forge Insurance Company	20508	INSURER B	Continental Casualty Company	20443	INSURER C	The Continental Insurance Company	35289	INSURER D	National Fire Insurance Co of Hartford	20478	INSURER E	Berkley Insurance Company	32603	INSURER F		
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COVERAGES Melville/Marcus **CERTIFICATE NUMBER:** 17265911 **REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE L M APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JEC <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6057040530	5/ /2020	5/ /202	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTION - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AU OS ONLY <input type="checkbox"/> Hired AU OS ONLY <input type="checkbox"/> SCHEDULED AU OS <input type="checkbox"/> NON-OWNED AU OS ONLY	Y	Y	6057040575	5/ /2020	5/ /202	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERLY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RE EN ON \$ \$0	Y	Y	CUE6076054554	5/ /2020	5/ /202	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) yes describe under DESCR P ON OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		Y	WC65704056	5/ /2020	5/ /202	<input checked="" type="checkbox"/> PER SAUE <input type="checkbox"/> OTHER EL EACH ACC DEN \$ 1,000,000 EL D SEASE - EA EMPLOYEE \$ 1,000,000 EL D SEASE - POLICY L M \$ 1,000,000
E	Professional Liability/Pollution	N	N	AEC903639504	5/ /2020	5/ /202	Each Claim \$ 0M Aggregate \$ 20M

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

Re Ocean Ave a Me ck Road P o ec #00000116 00 O P o f e s s i o n a l L a b l y - C l a m s m a d e f o m, d e f e n s e c o s s i n c l u d e d w h n l m P o p e y - S p e c a l f o m, e p l a c e m e n c o s
 If he nsu ance company elec s o cancel o non- enew cove age fo any eason o he han nonpayment of p em um Lock on Compan es w ll p ov de 30 days no ce of such cancella on o
 non enewal Ce fca e holde s i n c l u d e d a s a n A d d i t i o n a l I n s u r e d a s e q u e d b y w e n c o n a c s u b e c o p o l y c y e m s, c o n d o n s a n d e x c l u s o n s W a v e o f S u b o g a n n
 f a v o f s a d a d d o n a l n s u e d a s e q u e d b y w e n c o n a c s u b e c o p o l y c y e m s, c o n d o n s, a n d e x c l u s o n s w h e e a p p l c a b l e b y s a e l a w

CERTIFICATE HOLDER

17265911

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
AS REQUIRED BY CONTRACT

1. Paragraph **A.1. Who Is An Insured** of Section **II – LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

- a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
- b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
- c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.

3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV – BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.



All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 G oba , Inc

Endorsement Effective Date: 05/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AGAINST WHOM
YOU HAVE AGREED TO WAIVE SUCH RIGHT OF
RECOVERY IN A WRITTEN CONTRACT OR
AGREEMENT.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

00020007560570405758462





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

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

Primary and Noncontributory Insurance

This endorsement modifies insurance provided under the following:

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

3. Premium:

The premium charge for this endorsement shall be Waiver of Subrogation Percent of Premium percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

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



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

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

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2020

Policy No. WC657040561



**Workers'
Compensation
Board**

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

1a. Legal Name & Address of Insured (use street address only) NV5 New York - Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville, NY 11747 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 212-741-8090 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 132849354
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier National Fire Ins. Hartford 3b. Policy Number of Entity Listed in Box "1a" 6057040561 3c. Policy effective period 05/01/2020 to 05/01/2021 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

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

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

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

Approved by:  10/06/2020
(Signature) (Date)

Title: President

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

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

Workers' Compensation Law

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2020

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

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME Certificate Department	PHONE (A/C, No, Ext) 619-744-0574	FAX (A/C, No) 619-234-8601
	E-MAIL ADDRESS certificates@cavignac.com		
INSURED NV5 New York - Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville NY 11747	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Valley Forge Insurance Company		20508
	INSURER B Continental Insurance Company		35289
	INSURER C National Fire Ins. Hartford		20478
	INSURER D Berkley Insurance Company		32603
	INSURER E		
INSURER F			

COVERAGES**CERTIFICATE NUMBER:** 33490911**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6057040530	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6057040575	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUE6076054554	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC657040561	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Professional Liability Business Personal Property			AEC903639504 6057040530	5/1/2020 5/1/2020	5/1/2021 5/1/2021	Ea. Claim/Aggregate Limit \$10 Mil / \$20 Mil \$10,265,515

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

Re: Ocean Ave at Merrick Road Project #00000116.00 O. Professional Liability - Claims made form, defense costs included within limit. Property - Special form, replacement cost. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Cavignac & Associates will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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


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

Stephen Normandin, PE, Managing Director

12/24/20

Name and Title of Authorized Representative

m/d/yy


Signature

12/24/20

Date

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

Name of Organization

40 Marcus Drive, Suite 201, Melville, NY 11747

Address of Organization

Instructions for Certification

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



E-94-19

NIFS ID:CLPW19000004 Department: Public Works

Capital: X

SERVICE: Amendment #1-Ocean Ave @ Merrick Rd Intersect-H61025CM

Contract ID #:CFPW16000018

NIFS Entry Date: 15-MAR-19

Term: from 18-APR-19 to 18-OCT-20

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

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

Vendor Info:	
Name: NV5 New York	Vendor ID#: 13 2849354
Address: 40 Marcus drive, Suite 201 Melville, NY 11747	Contact Person: Stephen Normandian
	Phone: 1631 891 3202

Department:
Contact Name: Saji Varughese
Address: 1194 Prospect Ave Westbury, NY 11590
Phone: 516 571 9651

Routing Slip

Department	NIFS Entry: X	19-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	19-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	19-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	21-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	19-MAR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	21-MAR-19 -- DGRIPPO
CPO	Approval: X	27-MAR-19 -- KOHAGENCE

DCEC	Approval: X	10-APR-19 -- JCHIARA
Dep. CE	Approval: X	11-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	23-APR-19 -- JSCHANTZ
Legislature	Approval: X	07-MAY-19 -- LVOCATURA
Comptroller	Deputy: X	20-JUN-19 -- JSCHOEN
NIFA	NIFA Approval: X	27-JUN-19 -- KSTELLA

Contract Summary

Purpose: This is an amendment to the existing Construction Management agreement for Ocean Ave at Merrick Road Intersection Improvement contract
Method of Procurement: Original agreement procured with a qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures
Procurement History: Original Agreement was entered into after a written request for proposals was issued on March 4, 2015. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Twelve (12) of potential proposers requested copies of the RFP. Proposals were due on Wednesday, April 1, 2015. Twelve (12) proposals were received and evaluated. The evaluation committee consisted of: _Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner and Richard Iadevaio, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. For more information, please refer to the attached RTI_ part II Memorandum
Description of General Provisions: Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from Capital Project 61025. This agreement has a maximum payment limitation of Nine Hundred Eighty thousand two hundred eighty and zero (980,280.00) dollars. 80% of this funding will be reimbursed from Federal Aid.
Change in Contract from Prior Procurement: This amendment is extending the term of the agreement by 18 months and adding \$486,000.00 to the original agreement. The new termination date of this agreement shall be October 18, 2020.
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		2	PWCAPCAP-61025-00003	\$ 486,000.00
Resp:	025	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	61025	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 486,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 486,000.00		TOTAL	\$ 486,000.00
RENEWAL						
% Increase						

<div data-bbox="133 142 162 172" data-label="Text">%</div> <div data-bbox="162 172 191 199" data-label="Text">Decrease</div>			
--	--	--	--



E-94-19

NIFS ID:CLPW19000004 Department: Public Works**Capital: X**

SERVICE: Amendment #1-Ocean Ave @ Merrick Rd Intersect-H61025CM

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2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
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Vendor Info:	
Name: NV5 New York	Vendor ID#: 13 2849354
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	Phone: 1631 891 3202

Department:
Contact Name: Saji Varughese
Address: 1194 Prospect Ave Westbury, NY 11590
Phone: 516 571 9651

RECEIVED
MASSACHUSETTS
CLERK OF THE LEGISLATURE
2019 APR 25 PM 3:52

Routing Slip

Department	NIFS Entry: X	19-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	19-MAR-19 -- RDALLEVA
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DCEC	Approval: X	10-APR-19 -- JCHIARA
Dep. CE	Approval: X	11-APR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	23-APR-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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Purpose: This is an amendment to the existing Construction Management agreement for Ocean Ave at Merrick Road Intersection Improvement contract
Method of Procurement: Original agreement procured with a qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures
Procurement History: Original Agreement was entered into after a written request for proposals was issued on March 4, 2015. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Twelve (12) of potential proposers requested copies of the RFP. Proposals were due on Wednesday, April 1, 2015. Twelve (12) proposals were received and evaluated. The evaluation committee consisted of: _Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner and Richard Iadevaio, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. For more information, please refer to the attached RTI_ part II Memorandum
Description of General Provisions: Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from Capital Project 61025. This agreement has a maximum payment limitation of Nine Hundred Eighty thousand two hundred eighty and zero (980,280.00) dollars. 80% of this funding will be reimbursed from Federal Aid.
Change in Contract from Prior Procurement: This amendment is extending the term of the agreement by 18 months and adding \$486,000.00 to the original agreement. The new termination date of this agreement shall be October 18, 2020.
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		2	PWCAPCAP-61025-00003	\$ 486,000.00
Control:	61	Contract:				\$ 0.00
Resp:	025	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	61025	Capital	\$ 486,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 486,000.00		TOTAL	\$ 486,000.00
RENEWAL						
% Increase						

<div data-bbox="66 100 185 128">%</div> <div data-bbox="66 128 185 155">Decrease</div>			
			<div data-bbox="1468 155 1484 172">α</div> <div data-bbox="1565 155 1581 172">γ</div>

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-6-19
VOTING:
4 yeas 0 nays 0 abstentions
4 Legislators present

WHEREAS, the County has negotiated an amendment to a personal
services agreement with NV5 – Engineers, Architects, Landscape Architects
and Surveyors, for construction management services, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with NV5 – Engineers, Architects, Landscape Architects and
Surveyors.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) NV5 New York, having its principal office at 40 Marcus Drive, Suite 201, Melville, NY 11747 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H61025CM between the County and the Firm, executed on behalf of the County on October 19, 2016, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities at Ocean Ave and Merrick Road intersection improvement project for Nassau County Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from October 19, 2016 through April 18, 2018 (the "Original Term") and then extended one more year up to April 18, 2019

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Four Thousand Two Hundred Eighty Dollars (\$504,280.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 18 months,

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

Term. Section 1 Term of this agreement in consideration shall be extended by 18 months from the date of expiration of the Original Agreement. The new termination date for this agreement shall be October 18, 2020 (Amended Term).

Payment. Section 3(a) Amount of Consideration shall be increased by Four Hundred Eighty-Six Thousand Dollars (\$486,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Nine Hundred Ninety Thousand Two Hundred Eighty Dollars (\$990,280.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

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

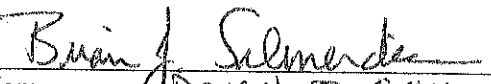
By: 

Name: Stephen Normandin

Title: Managing Director

Date: 3/14/19

NASSAU COUNTY

By: 

Name: BRIAN J. SCHNEIDER

Title: County Executive

☒ Deputy County Executive

Date: JULY 10, 2019

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14th day of March in the year 2019 before me personally came Stephen Normandin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Managing Director of NYS New York - Engineers, Architects, Landscape Architects and Surveyors, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



EILEEN I. KELLY
Notary Public, State of New York
No. 01KE6011434
Qualified in Suffolk County
Commission Expires August 10, 2022

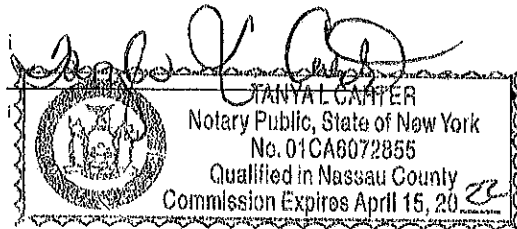
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10 day of July in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC




TANYA L. CAMPER
Notary Public, State of New York
No. 01CA8072855
Qualified in Nassau County
Commission Expires April 15, 2022

7. Compliance with Law.

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

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



NVS

MANAGING DIRECTOR

3/27/19

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

April 4, 2018

NV5 New York
40 Marcus Drive, Suite 201
Melville, New York 11747

Att: Mr. Stephen Normandin

Re: Construction Management and Inspection Services for
Highway/Bridge Construction Group
Agreement Number H61025CM
Improvement of Ocean Avenue at Merrick Road Intersection
Encumbrance Number CFPW16000018, Line 1
Extension of Agreement

To Whom It May Concern:

The subject agreement shall terminate on April 18, 2018. In accordance with Section 1, Page 1 of 22 of the subject agreement, this letter serves as formal approval to mutually extend Agreement H670008DA for one (1) year, with an expiration date of April 18, 2019. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Richard Iadevaio, Jr. at (516) 571-6824.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ken Arnold", is written over a horizontal line.

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:RM:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works
Joseph Marcinek, Fiscal Officer, Office of the Comptroller
Christopher Yansick, Unit Head, Financial Services Unit
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Richard Kramer, Civil Engineer II
Saji Varughese, Construction Inspector II

Contract ID#:H61025 CM

DUPLICATE COPY

CFPW16 000018
Department: Public Works

E-107-16

E-107-16

CF

CF (Capital)**Contract Details**SERVICE Construction Management/
Inspection

NIFS ID #: CFW16000018 NIFS Entry Date: 2/11/16 Term: from Execution to 24 Months

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

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

Agency Information

Vendor	
Name The RBA Group-New York	Vendor ID# 13-2849354
Address 40 Marcus Drive, Suite 201, Melville, NY 11747	Contact Person David Lapping, PTP
	Phone 1(631) 891 3200

County Department	
Department Contact Richard Iadecola, Jr, Superintendent of Highway & Drainage Construction, NCDPW	
Address 1194 prospect Ave, Westbury, NY 11590	
Phone 516 571 6324	

Routing Slip

DATE R/S#	DEPARTMENT	Internal Verification	DATE APPROVAL DATE	SIGNATURE	Agg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	2/15/16	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	2/15/16	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	2/23/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
2/25/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	2/26/16	<i>[Signature]</i>	
2/26/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	2/26/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	8/18/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>			
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	8/22/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	10/25/16	<i>[Signature]</i>	
2/10/18	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	3/10/16	<i>[Signature]</i>	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGAL
2018 FEB 10 10 50 AM

PRCF1205 (12/05)

Contract Summary

Description: Provide Professional Construction Management/ Inspection Services for Highway/ Bridge construction.
Purpose: Approval of a Personal Services Agreement with The RBA Group-New York to provide "On Call" Professional Construction Management / Inspection Services for Improvement of Ocean Ave and Merrick Road Intersection. The project involves to manage/ inspect to use of any of the various items in the Improvement of Ocean Ave and Merrick Road Intersection contract. These services include providing Resident Engineer, Office Engineer and Construction Inspectors.
Method of Procurement: A qualification-based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures.
Procurement History: The Contract was entered into after a written request for proposals was issued on March 4, 2015. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Twelve (12) of potential proposers requested copies of the RFP. Proposals were due on Wednesday, April 1, 2015. Twelve (12) proposals were received and evaluated. The evaluation committee consisted of: Richard P. Millet, Chief Deputy Commissioner, Rakhai Maitra, P.E., Deputy Commissioner and Richard Iadevaio, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. For more information, please refer to the attached RTI_part II Memorandum.
Description of General Provisions: Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from Capital Project 61025. This agreement will expire 24 months after its execution and has a maximum payment limitation Five hundred four thousand two hundred eighty and zero (\$504,280.00) dollars. 80% of this funding will be reimbursed from Federal Aid.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	025
Object:	00003
Transaction:	CF

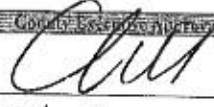

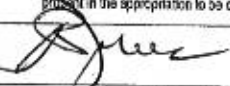
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$504,280.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$504,280.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61025-00003	\$504,280.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$504,280.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 3/10/16
Date: 1/15/16	Date: 1/14/16	(For Office Use Only)
		E #:

E-107-16

RULES RESOLUTION NO. 330 2016

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

Passed by the Rules Committee
Nassau County Legislature
By Yeas 4 Nays 3 Abstained 0 Recused 0
VOTING:
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with The RBA Group-New York for management and inspection services for construction and post construction phase of refurbishing pavement markings on various County roadways, 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 authorize the County Executive to execute the said agreement with The RBA Group-New York.

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAYNOUDIAS, P.E.
COMMISSIONER

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

CONTRACT FOR SERVICES

Professional Construction Management and Inspection Services for
Contract - H61025G PIN 0760.14
RFP No. PW-H61025CM

Proposed Improvement of the Intersection of Ocean Ave and Merrick Road, in the Villages of Lynbrook and Rockville Centre

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

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on eighteen months (18), (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) 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, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of management and inspection services for construction and post construction phase of refurbishing pavement markings on various County roadways; additional duties as required. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two hundredth (2.0) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of one hundred fifty dollars (\$150.00) 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 fifty dollars (\$150.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (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 Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **five hundred four thousand two hundred eighty and zero (\$504,280.00) dollars.**

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not

the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement

the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any (i) negligent acts, errors or omissions; (ii) willful misconduct; or (iii) breach of performance under this Agreement of the Firm or a Firm's Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to

perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally left blank}

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

[FULL LEGAL NAME OF FIRM IN ALL CAPS]

The RBA Group - New York

By: [Signature]
Name: David Lapping, PTP
Title: Director of Operations
Date: 1/11/16

NASSAU COUNTY

By: [Signature]
Name: EDWARD H. WARD
Title: Deputy County Executive
Date: 10/19/16

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11th day of January in the year 2016 before me personally came David Lapping to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield; that he or she is the Director of Operations of The RBA Group - New York, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Salvador A. Lirio
NOTARY PUBLIC

DOLORES A. FISKAA
Notary Public - State of New York
No. 01F6147877
Qualified in Nassau County
Commission Expires June 19, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of October in the year 2016 before me personally came Edward J. Hines to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

~~NOTARY PUBLIC~~

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

APPENDIX "A"

Scope of Services

H61025G, PIN 0760.14

Improvement of Ocean Ave and Merrick Road Intersection in the Villages of Lynbrook and Rockville Centre

This contract is to improve the intersection of Ocean Ave and Merrick Road, in the Villages of Lynbrook and Rockville Centre by realigning the approach in each direction, eliminating the island on Merrick Road and the slip ramp on Ocean Ave, installing new curbs, sidewalks and pavements, altering the drainages and street lightings and other incidental works.

This project is subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. All project documentation, policies and procedures shall follow the New York State procedures for Locally Administered Federal Aid Projects Manual (PLAFAP). The project will follow the latest NY State Standard Specifications.

The County requires Construction Management and inspection services for the construction phase including both pre and post construction phases. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

1.0 Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project. The contract award package is then submitted to NYSDOT Construction for their review and concurrence. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection with NYSDOT Construction. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the Sponsor should submit all necessary Close out Documents as per Chapter 17 of the PLAFAP manual to NYSDOT for their review and concurrence.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post construction phase shall include all supporting documentation and close out paperwork in accordance with Federal Aid policies and procedures. This includes Chapter 17 of the PLAFAP manual for State Local Agreement Close Out.
- 1.3 General Construction Administration – The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC and additional duties as required. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, measuring wheel, digital camera, smart level, cellular telephone, and anything else needed to perform the work.

1.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.

1.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

1.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.

1.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as product data; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as document any field change and add to record drawings.

1.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document

construction expenditures.

1.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, implementing safety concerns, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.5.5 Reporting – The CM shall prepare monthly written progress reports and electronically deliver same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.

1.5.6 Safety - The CM shall require the CC to submit its safety program and Healthy and Safety plan. The CM shall review and accept the Health and Safety plan and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM is responsible for safety review, implement action and publish Bi-weekly reports.

1.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CC's proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Designer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.5.8 Temporary Office – Work space will be provided to CM at 1194 Prospect Avenue, Westbury, NY 11590, for performing paper work related to the projects. Nassau County will provide a desktop computer and fire-proof file cabinet storage for use in conjunction with this project.

2.0 Post-Construction Phase Services

2.1

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. Also perform a final inspection along with NYSDOT Regional Local Projects Construction Monitor(s) following the resolution of the punch list established by the Sponsor(Nassau County) If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review any field changes and add to the record drawings, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified record drawings to the Engineer. Contract closeout is scheduled to be completed in 3 months following the completion of this project.

2.2

Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the County's determination, where applicable.

2.3

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Designer.

2.4

Preparation of Contract Closeout Documentation - The CM shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP manual. Specifically, the Close Out documents should include Section 17.2.1, 'Sponsor's Submission to the Region. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed five hundred four thousand two hundred eighty and zero (\$504,280.00) dollars. The Firm shall be compensated for such services by an amount equal to two hundredth (2.0) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits. {insert staffing schedule, with titles, hourly rates and multipliers here}

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services - the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

All reimbursable expenses shall be a fixed direct reimbursement cost authorized by the County following the review of an estimate proposal. All reimbursable expenses shall be authorized by the County prior to the commitment or expenditure of the reimbursable expense.

APPENDIX "C"
MAXIMUM WAGE RATE SCHEDULE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
The RBA Group Hourly Rate Schedule 2016

SCHEDULE A

NAME	HOURLY	TITLE
LAPPING, DAVID	\$138.30	Principal
BERNSTEIN, NEIL D	\$131.68	Principal
REARDON, LINDA	\$130.82	Principal
MAIORANA, JOHN	\$125.67	Principal
HUSELTON, JAMES	\$119.81	Principal
ABESKARON, EMAD	\$45.55	Senior Engineer
AHN, YI KYUNG	\$40.49	Proj. Acct. Specialist
AKBARI, AHMAD S	\$44.28	Supr. Traffic Data
AMAN, ENAYETHULLAH	\$20.00	Traffic Counter
AMORESANO, PASQUALE	\$33.17	Senior Engineering Technician
ANGUS, SCOTT	\$35.52	Sr. Env. Specialist
BADENOCH, THOMAS R	\$68.56	Director of Survey/Sr. Assoc.
BALLANTYNE, KEVIN	\$56.93	Principal Architect
BANGWA, TERESA-FREDILYN	\$46.56	Senior Envr. Engineer
BEACH, JAMES R	\$125.00	Project Scheduler
BERRYMAN, ALEXANDER R	\$58.96	Principal Landscape Architect
BIANCHI, LEONARD	\$46.15	Principal Archeologist
BIANCO, BARBARA A	\$25.00	Sr. ArchHistorian
BOOS, JONATHAN	\$25.30	Envr. Specialist
BOYLE, SUSANNE J	\$55.05	Senior Landscape Architect
BRAZEL, JAMES J	\$81.48	Director Envr.Serv./Sr. Asso.
BRIDGE, AVIV	\$30.36	Asst Engineer
BRIGHTON JR, JAMES	\$79.97	VP/BD Director of Architecture
BROADWATER, RYAN	\$41.24	Sr. Env. Specialist
BYEON, ELLIS Y	\$43.02	Senior Engineer
CALABRESE, GLENN	\$62.25	Supervising Envr. Specialist
CAMARA, ALHAGIE	\$35.93	Technician
CAMEL, JAYNE	\$34.11	Admin. Assist./Staff Spvr.
CANOVAS, CAROL F	\$35.93	Asst Marketing Coordinator
CARMICHAEL, JOEL	\$49.39	Principal technician
CASADEI, KEVIN	\$29.86	Assistant Engineer
CAVICCHIA, JANINE	\$60.77	Senior Engineer
CECIL, KHEMRAJ	\$33.49	Technician
CONDIOTTI, MATTHEW	\$48.65	Sr Engineer
CONNOR, MICHAEL J	\$67.05	Sr Engineer
CRONE, DEREK	\$29.61	Asst. Engineer
CUNION, CHARLIE A	\$47.32	Principal Landscape Architect
DACUNHA, DENISE	\$75.39	Sr. Assoc/Supervising Engineer
DANNEMILLER, MICHAEL B	\$54.55	Principal Engineer
DAVIS, NATHANIEL	\$30.99	Survey Instrument Person
DAVYDAN, YURIY Y	\$43.02	Engineer
DEL RIO, GREGORY	\$90.08	Director of Traffic/Assoc

NAME	HOURLY	TITLE
DESAI, NEIL K	\$36.18	Planner
DINH, THU-LOAN T	\$45.04	Senior Engineer
DOZIER, RACHEL	\$24.29	Architectural Designer
ENGLE, BRENT S	\$36.74	Senior Designer
FABIANO, SINIBALDO	\$50.61	Project Manager
FEIN, THOMAS E	\$50.10	Senior Landscape Architecture
FEKETE, ANDRAS	\$74.34	Supervisor Spec. Projs./Assoc.
FELDMAN, WILLIAM	\$64.42	Supervisor Bike/Ped Projects
FERRAIUOLO, DINA MARIE	\$36.69	Assistant Engineer
FIGUEIREDO, JACK	\$47.82	Senior Engineer
FLIEGEL, ROBERT J	\$45.04	Senior Engineer
GAGE JR, JAMES	\$31.97	PARTY CHIEF
GALLO, STEPHEN	\$40.67	Survey Party Chief
GARRO III, WILLIAM	\$36.54	Senior Engineer
GRAMBERG, RICHARD	\$42.51	Senior Graphic Designer
GRANOVSKY, BENJAMIN	\$26.57	Assistant Landscape Architect
GUERRERO, JOSEPH A	\$40.49	Senior CAD Designer
HARRINGTON, ORIELAN	\$26.92	Sr. Envr. Spec
HENDELMAN, LISA M	\$41.80	Marketing Manager
HERRING, JOHN	\$34.41	Assistant Engineer
HILL, JOHN M	\$62.55	Supervising Engineer
HORNSTRA, BENJAMIN	\$14.96	Archaeological Technician
HORST, JENIFER	\$35.00	Landscape Architect
HOWSON, JEAN	\$56.86	Supervising Cultural Resource Specialist
HUANG, JUSTIN	\$29.61	Assistant Engineer
HUNTER, MICHAEL	\$27.36	Survey Instrument Person
IDE, RANDALL	\$72.37	Principal Engineer/Assoc.
IQBAL, MOHAMMAD	\$15.50	Traffic Counter
JAHR, JAMEY J	\$27.83	Traffic Counter
JONES, ERIK S	\$28.59	Assistant Landscape Architect
KALLEBERG, RYAN	\$72.37	Principal Engineer/Assoc.
KARAKOS, CHRISTOPHER J	\$51.77	Principal Engineer
KASINATH, JOSH WANT	\$17.04	Traffic Counter
KEENER, MARK	\$50.07	Director of Urban Design
KELLY, EILEEN I	\$46.14	Planner
KEMPER, KRISTOPHER	\$23.28	Landscape Designer
KHAN, MUHAMMAD Q	\$31.12	Water Resources Engineer
KILAR, MICHAEL L	\$36.94	SENIOR ENGINEER
KLEINMAN, ARTHUR	\$79.45	Supervising LA/SR.ASSO.
KRAUS, HOWARD E	\$42.64	Survey Manager
KREHEL, TIMOTHY J	\$39.47	Senior Planner Transp.
KRUMBINE, KATHRYN	\$28.28	Word Processor
KSYNIAK, DAVID	\$59.46	Principal Engineer
KWARTOWITZ, ADAM L	\$43.27	Sr Engineer
LARSEN, ANDREW	\$40.49	Senior Engineer
LEE, YOON	\$36.69	Engineer
LEHMANN, ELKE M	\$27.40	Assist. Landscape Design
LEVIN, SAMUEL A	\$59.72	Principal Engineer

NAME	HOURLY	TITLE
LIEMAN-SIFRY, MIRA	\$29.86	Assistant Engineer
LISZEWSKI, KEVIN J	\$57.29	Controller
LUCAS, CHRISTOPHER	\$47.32	Senior Planner
MACIUNAS, JONAS V	\$35.68	Planner
MACKIN, ERIC	\$33.15	Engineer
MAHMAD, MOKHTAAR A	\$15.00	Traffic Counter
MALINOUSKY, THOMAS E	\$42.57	Senior Surveyor
MANGER, JAN E	\$43.07	Marketing Manager
MARKIEWICZ, DREW	\$103.49	VP/Principal Engineer
MARTIG, KURT	\$34.67	Landscape Architect
MASON, ANDREW	\$34.92	Assistant Engineer
MATARAZZO, ANDREW	\$48.84	Senior Engineer
MCGOVERN, DANIEL M	\$80.57	SRVP Dir. of NY Architecture
MCHENRY, ANDREW	\$26.57	Asst Landscape Architect
MCHUGH, PATRICK	\$54.08	Supervising Envr. Specialist
MCLOUGHLIN, MICHAEL M	\$43.72	Principal Technician
MENOSKY, JASON	\$36.94	SENIOR ENGINEER
MENZER, JOSEPH	\$87.04	Supervising Eng./SR. ASSO.
METH, GORDON	\$90.08	Director of Traffic/SR.ASSO.
MINCHIN, MICHAEL	\$26.32	Asst Landscape Architect
MINERVA, VICTOR	\$75.40	Planning Dept. Mgr./ASSO.
MININO, LIVIO	\$42.26	Project Architect
MITCHELL, THOMPSON	\$35.17	Engineer
MONTES, ROGER A	\$40.49	Engineer
MULDOWNEY, ANDREW	\$91.60	Director of Highways/SR.ASSO.
NARGIZ, JASON R	\$17.43	Technician
NAYER, MATTHEW	\$27.07	Senior Technician
NEYMAN, KENNETH	\$79.96	Director of Structures
NORMANDIN, STEPHEN	\$84.51	Supervising Eng./SR.ASSO.
OBRIEN-GORMAN, PATRICK	\$31.88	Asst Engineer
OKUTANI, AYAKO	\$28.80	Urban Designer
OPPEL II, JEANNE	\$44.03	Principal Engineer
PEARSON, GLENN	\$37.45	Senior CAD Designer
PERRY, ABIGAIL	\$17.21	Administrative Assistant
PERRY, KEVIN R	\$25.30	Landscape Designer
PETRULIS, ALICIA	\$31.88	Administrative Assistant
PIZARRO, KATRINA	\$30.36	Assistant Engineer
PORTER, RICHARD L	\$67.64	Supervisor of Cult.I Res./ASSO
POWELL, MUJAHID	\$15.63	Intern
PYLYPCHUK, STEVEN	\$39.02	SR ENGINEER
RAJ, VIPIN	\$24.80	Architect
RAYMOR, JOSHUA J	\$45.29	Senior Landscape Architect
RAZO, EDGAR	\$29.10	Assistant Engineer
ROSENFELD, ASHER	\$34.92	Assistant Engineer
ROTHSTEIN, JOCELYN F	\$40.49	Engineer
SALMON, JASON C	\$52.38	Senior Engineer
SAMPHELL, TASHI	\$26.57	Technician
SANDERS, KATRINA	\$50.35	Senior Engineer

NAME	HOURLY	TITLE
SCHABLE, TIMOTHY	\$32.69	Maintenance and Supply Coord.
SCHERRER, FREDRICK F	\$78.44	Supervising Eng./ASSO.
SCHONER, DORIS	\$27.23	Administrative Assisnant
SCHULTZ, ANNETTE	\$57.19	Supervising Planner
SEAMER, CORY	\$35.93	Landscape Architect
SELLES-ALVAREZ, NATHAN A	\$45.04	Senior Engineer
SERRANI, CORINA	\$30.36	Asst. Engineer
SHEPARD, JEFFREY	\$58.70	Supervising Engineer
SHETH, RACHANA K	\$30.13	Urban Designer
SHIELDS, BRENDAN HANLEY	\$22.50	Traffic Counter
SHINE, MICHAEL	\$52.43	Principal Engineer
SHU, KRISTEL JOANA	\$30.11	Assistant Engineer
SIMMONS, JOHN S	\$47.31	Senior Surveyor
SIMOFF, BENJAMIN	\$32.64	Assistant Engineer
SNOW, WENDY	\$65.79	Principal Engineer
STAUDINGER, JOSHUA	\$33.48	Graphic Designer
SUBHANI, NAJAM	\$36.44	Sr. Designer
SWENSON, ERIC M	\$54.15	Principal Engineer
TAHERI, AHMAD W	\$17.00	Traffic Counter
TARRY, HAROLD D	\$60.00	Senior Engineer
THANT, ZIN	\$29.00	Asst Office Engineer
TSANG, ELISA	\$45.04	Senior Engineer
TUCHER, ROBERT H	\$40.00	Senior Archhlist/Photog
VANCKO, ALEXANDRA	\$15.00	Archaeological Technician
VANDERGHEYNST, BRYAN	\$74.90	Supervising Engineer/ASSO.
VAZQUEZ, STEVEN	\$70.47	IT Systems MGR/ASSO.
WALKER, HORACE	\$76.92	VP/Principal Architect
WANDRES, JACKSON	\$89.57	Direct.of Land.Arch./Sr. Asso
WANGDU, NORBU	\$17.31	Office Assistant
WARD, ELIZABETH	\$32.31	Planner
WIRRY, JOSHUA	\$19.76	Summer Intern
WOLZ, MICHAEL A	\$44.03	Architect
WOZNIAK, MATTHEW	\$32.39	Assistant Engineer
YOUNG, KAREN	\$21.26	ENV SPECIALIST
ZARA, ALEXANDER	\$31.12	Assistant Engineer
ZELTMANN, EDWARD	\$44.94	Principal Technician/CAD Mgr.
ZIA, PATHANG A	\$30.00	Traffic Counter
ZIMNY, BETTINA	\$79.45	Director of Planning/SR.ASSO.
ZIRPOLI, RICHARD	\$35.93	Sr. Env. Specialist
ZOLNOWSKI, RICHARD	\$62.06	Supervising Engineer
CONSTRUCTION		
ADAMS, YVETTE F	\$52.00	Office Engineer
AHMAD, JAMIL	\$55.00	Asst. Res. Eng.
ALEMAN, RAYMOND	\$34.00	Office Engineer
AMAYA, JULIO R	\$56.14	Office Engineer
AMRAY, MUHAMMAD	\$80.00	Resident Engineer
CONA, PAUL	\$57.00	Chief Inspector

NAME	HOURLY	TITLE
DATTA, AVIRUP	\$53.00	Chief Inspector
ELHASHASH, ABDELHADI A	\$60.32	Assistant Resident Engineer
FAIZ, SADIA	\$47.96	Office Engineer
GANZ, JASON D.	\$35.36	Inspector
GIARRAPUTO, JULIUS J	\$72.73	Senior Resident Engineer
GORDON, HARRY	\$64.00	Resident Engineer
GUSTAVSEN, JOHN A	\$56.65	Construction Monitor
HUSSAIN, MUHAMMAD S	\$19.00	Office Engineer/Inspector
KADAKIA, HARSHIT	\$31.00	Inspector
KHAWAJA, MOHAMMAD	\$29.00	Inspector
LLANOS, CESAR A	\$36.00	Inspector
MADDEN, LIAM J	\$80.72	Director of Const./SR.ASSO.
MATHEW, HEMANTH GEORGE	\$32.00	Inspector
MINICOZZI, CHARLES	\$35.00	Inspector
MOORE, AARON	\$42.00	Sr. Inspector
MORTEL, GUYLENE	\$41.08	Office Engineer
NARAYSINGH, LARRINGTON D	\$60.00	Chief Inspector
PATAC, RONALD G	\$36.00	Inspector
PATEL, RAJESHKUMAR	\$30.00	Inspector
PATEL, SHREYAS	\$42.50	Sr. Inspector
POYYATHURUTHY DAVID, RIJITH	\$21.25	Inspector Trainee
RIVERA, JOAN C	\$35.00	Community Liaison
RIZKI, ASAMA	\$48.37	Office Engineer
ROJAS, YAJAIRA	\$29.00	Office Engineer
SAHDEV, ARVIND	\$33.28	Resident Engineer
SCIBETTA, FRANCIS T	\$32.00	Community Liaison
STANLEY, COMPTON	\$47.00	Office Engineer
THANT, ZIN M	\$29.00	Asst Office Engineer
ARISTIZABAL, JOVAN	\$22.04	Inspector Trainee
ZLOTCHENKO, YEVGENY	\$40.00	Inspector



David Lapping, PTP
Director of Operations

RBA

Date:

1/11/2016

Appendix EE

Equal Employment Opportunities For Minorities and Women

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the

contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

David Lapping, PTP (Name)

40 Marcus Drive, Suite 201, Melville, NY 11747 (Address)

(631) 891-3201 (Telephone Number)

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

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

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

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

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

1/11/16
Dated _____



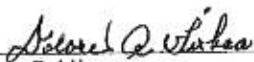
Signature of Chief Executive Officer

David Lapping, PTP

Name of Chief Executive Officer

Sworn to before me this

11th day of January, 20 16.



Notary Public

DOLORES A. FISKAA
Notary Public - State of New York
No. 01F6147877
Qualified in Nassau County
Commission Expires June 19, 2018