



Certified:

**E-61-21**

Filed with the Clerk of the  
Nassau County Legislature  
April 22, 2021 3:10pm

**NIFS ID:CFPW21000009 Department: Public Works**

**Capital: X**

SERVICE: GOSR Bay Park Drainage Impr CM-H61001-02CMP01

Contract ID #:CFPW21000009 NIFS Entry Date: 30-MAR-21 Term: from to

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

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

|   |                               |
|---|-------------------------------|
| <b>Vendor Info:</b>   |                               |
| Name: <b>Louis K McLean Associates Engineers &amp; Surveyors PC</b> | Vendor ID#: <b>112667189</b>  |
| Address: 437 South Country Road<br>Brookhaven, NY 11719             | Contact Person: Robert Steele |
|   | Phone: 631-286-8668           |

|   |
|---|
| <b>Department:</b>  |
| Contact Name: Joe Cuomo   |
| Address: Nassau County DPW<br>1194 Prospect Avenue<br>Westbury, NY 11590<br>Phone: 516-571-9489 |

## Routing Slip

|              |                           |                         |
|--------------|---------------------------|-------------------------|
| Department   | NIFS Entry: X             | 01-APR-21 -- LDIONISIO  |
| Department   | NIFS Approval: X          | 01-APR-21 -- KARNOLD    |
| DPW          | Capital Fund Approved: X  | 01-APR-21 -- KARNOLD    |
| OMB          | NIFA Approval: X          | 15-APR-21 -- CNOLAN     |
| OMB          | NIFS Approval: X          | 02-APR-21 -- NGUMIENIAK |
| County Atty. | Insurance Verification: X | 01-APR-21 -- AAMATO     |
| County Atty. | Approval to Form: X       | 01-APR-21 -- NSARANDIS  |

|                     |                           |                                |
|---------------------|---------------------------|--------------------------------|
| <b>CPO</b>          | <b>Approval: X</b>        | <b>19-APR-21 -- KOHAGEN</b>    |
| <b>DCEC</b>         | <b>Approval: X</b>        | <b>19-APR-21 -- JCHIARA</b>    |
| <b>Dep. CE</b>      | <b>Approval: X</b>        | <b>19-APR-21 -- BSCHNEIDER</b> |
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>22-APR-21 -- JSCHANTZ</b>   |
| <b>Legislature</b>  | <b>Approval:</b>          |                                |
| <b>Comptroller</b>  | <b>Deputy:</b>            |                                |
| <b>NIFA</b>         | <b>NIFA Approval:</b>     |                                |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> This is a contract for Louis K McLean Associates to provide construction management and inspection services for the GOSR Bay Park/East Rockaway Drainage Improvements Project.  |
| <b>Method of Procurement:</b> RFP was issued April 30, 2020. The RFP was advertised in Newsday, NYSCR, Nassau County eProcure and GOSR website.   |
| <b>Procurement History:</b> Bid was advertised in Newsday, NYSCR, Nassau County eProcure and GOSR website on April 1, 2020. NCDPW issued an RFP due on April 30th 2020 for the GOSR On-Call Construction Management Services. 14 bids were submitted, L.K. McLean Associates (LKMA) was selected for the GOSR Bay Park/East Rockaway Drainage Improvements Project. |
| <b>Description of General Provisions:</b> This agreement for construction management and inspection services includes, but is not limited to, providing resident engineers, inspectors and construction related engineering services, pre-construction documentation, investigating site conditions, monitor soil and water pollution and quality assurance.        |
| <b>Impact on Funding / Price Analysis:</b> Contract amount is 100% grant funded by GOSR - Maximum amount is \$737,920.00. The MWBE utilization rate is 30%.   |
| <b>Change in Contract from Prior Procurement:</b> n/a   |
| <b>Recommendation: (approve as submitted)</b> Approve as Submitted  |

## Advisement Information

| BUDGET CODES |       | FUNDING SOURCE | AMOUNT        | LINE | INDEX/OBJECT CODE | AMOUNT        |
|--------------|-------|----------------|---------------|------|-------------------|---------------|
| Fund:        | CSW   | Revenue        |               | 01   | PWCSWCSW/8201     | \$ 737,920.00 |
| Control:     | 82    | Contract:      |               |      | 7/00003/000       |               |
| Resp:        | 017   | County         | \$ 0.00       |      |                   | \$ 0.00       |
| Object:      | 00003 | Federal        | \$ 0.00       |      |                   | \$ 0.00       |
| Transaction: | CF    | State          | \$ 0.00       |      |                   | \$ 0.00       |
| Project #:   | 82017 | Capital        | \$ 737,920.00 |      |                   | \$ 0.00       |
| Detail:      | 000   | Other          | \$ 0.00       |      |                   | \$ 0.00       |
| RENEWAL      |       | TOTAL          | \$ 737,920.00 |      | TOTAL             | \$ 737,920.00 |
| % Increase   |       |                |               |      |                   |               |
| % Decrease   |       |                |               |      |                   |               |

RULES RESOLUTION NO.    – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C. for Construction Management Services in connection with the Bay Park/East Rockaway Drainage Improvement Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Louis K. McLean Associates Engineers & Surveyors, P.C.



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

1. **Vendor:** Louis K McLean Associates Engineers & Surveyors PC

2. **Dollar amount requiring NIFA approval:** \$737920

**Amount to be encumbered:** \$737920

This is a New

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

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

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

3. **Contract Term: Two years from NTP**

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

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 100

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Construction Management and Inspection services for the GOSR Bay Park&#x2F;East Rockaway Drainage Improvements Project.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

| Contract ID | Date | Amount |
|-------------|------|--------|
|             |      |        |

## AUTHORIZATION

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

CNOLAN

15-APR-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

## CONTRACT FOR SERVICES

Construction Management For Governor's Office of Storm Recovery Projects:  
Bay Park/East Rockaway Drainage Improvements H61001-02CMP01

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Louis K McLean Associates Engineers & Surveyors PC having its principal office at 437 S Country Rd, Brookhaven, NY 11719 (the "Firm" or "CM" or "CM Firm" or "Contractor").

### WITNESSETH:

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

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

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

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

1. **Term.** This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty-four (24) months later (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 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. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.
2. **Services**
  - (a) The specific work divisions and deliverables related to this project are described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of 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 subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".
  - (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed, if applicable and other documentation satisfactory

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

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

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

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

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

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

(a) Copyrights.

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

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

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

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

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

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

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

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

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

**7. Compliance with Law.**

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



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

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

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

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

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

(f) Disclosure of Conflicts of 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.

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

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

#### **8. Minimum Service Standards.**

Regardless of whether required by Law:

- (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

#### **9. Indemnification: Defense: Cooperation.**

- (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding 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 Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (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 claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

#### **11. Assignment; Amendment; Waiver; Subcontracting.**

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

#### **12. Termination.**

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

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

(b) By the 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) Contractor 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 A122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

### **14. Limitations on Actions and Special Proceedings against the County.**

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

**15. Work Performance Liability.**

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

**16. Consent to Jurisdiction and Venue; Governing Law.**

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenience. 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 and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

## **22. Joint Venture.**

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint 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:

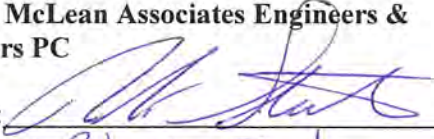
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

**Louis K McLean Associates Engineers &  
Surveyors PC**

By:   
Name: Robert Steele  
Title: Exec Vice President  
Date: 3/29/21

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

Suffolk

On the 29<sup>th</sup> day of March in the year 2021 before me personally came Robert Steele 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 Exec. Vice President of L.K. McLean Assoc., 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

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI6210359, Suffolk County  
Commission Expires August 17, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



**Appendix “A”**  
**Construction Management For Governor’s Office of Storm**  
**Recovery Projects: Bay Park/East Rockaway Drainage**  
**Improvements H61001-02CMP01**

**I. SCOPE OF SERVICES**

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of these job titles and compensation review and analysis. Examples of additional services may include material testing, sub-surface explorations, specialized structural engineering, specialized engineering related services, immediate corrective measures, plant inspections, etc.

**C1. Basic Services of the Construction Management Services**

These services may involve, but are not limited to, providing Professional Construction Management Services to the Department’s Construction Management Unit: Highway/Bridge Construction Group. These services may include providing resident engineers/office engineers, inspectors and construction related engineering services for various Highway and Bridge related projects. Plan and scope of services required for each project will be available for review with an appointment before the question period ends. The letter proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be issued Notice to Proceed under this agreement. This agreement may be subsidized with alternative funding and therefore the appropriate inspection forms and record keeping software shall be utilized, as required. All project documentation, policies and procedures shall be followed New York State Governors Office for Storm Recovery (GOSR), as applicable.

The scope of services to be performed in the respective phases (which may overlap) is summarized below.

**C2. Construction Phase Services**

**2.1 Commencement and Duration** – The Construction Phase will commence with the award of a construction contract for the project, in which the agreement is being issued to provide CM services. The contract award package is then submitted to New York State Governors Office for Storm Recovery (GOSR) for their review and concurrence, as applicable. 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 by GOSR, as applicable. 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 to New York State Governors Office for Storm Recovery (GOSR) for their review and concurrence, as applicable. Contract closeout is scheduled to be completed in 6 weeks following the completion of this project.

**2.2 Pre & Post Construction Phase** – The pre-construction phase shall include all the required documentation, insurance, safety and Sec. 3/MBE/WBE/SDVBE utilization 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 New York State Governors Office for Storm Recovery (GOSR) required policies and procedures.

**2.3 General Construction Administration** – The CM shall provide administration of the Projects 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. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels etc.

**2.4 Site Conditions** – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Engineer those conditions which differ substantially from the information contained in the Construction Documents. Special attention shall be paid to the Contractor's conformance with the various permits applicable to these projects. Collaboration among the County and Engineer will be required to ensure that all permit conditions are met and modifications to the Contract Documents are agreed upon, as needed.

**2.5 Erosion and Sediment Control**- The CM team has the responsibility to make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. In essence, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.) It is the CM's responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.

**2.6 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 of CC with respect to conformance to the Construction Documents. The CM shall provide and use necessary equipment for testing concrete (slump, air, etc.) and shall be responsible for acceptance of all materials in place. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing to be performed by Nassau County Laboratory and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County, Engineer 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.

**2.6.1 Monitor Progress** – Inspect and Monitor the progress of the CC's work and prepare written daily reports by RE and Inspector's daily reports (IDR) 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 contract, to ensure that the CC workforce is sufficient and the Work is being diligently prosecuted in strict compliance with the contract documents.

**2.6.2 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.), approval of subcontractors 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, requests for information, supplementary bulletins, change 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 CC submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer or review and approval; within 48 hours of receipt by CM of the CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock, if any provided by the CC.

**2.6.3 CC Payment** – Receive review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC 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 his 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 the CC, document construction expenditures.

**2.6.4 Meetings** – schedule and conduct regular weekly meetings with the CC, the Engineer, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Projects. The CM shall also attend weekly meetings with the County and/or the Engineer. 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.

**2.6.5 Reporting** – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10<sup>th</sup> 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.

**2.6.6 Safety** – The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information to the CC. 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's effort shall include the following:

- A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy.
- B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC 's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence
- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

**2.7 Changes** – The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review CC proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work, including any special conditions or effects on the various permits. 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 Engineer'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.

**2.8 Change orders/ Order on Contract** – The CM is responsible for preparing, reviewing and recommending for approval of all Change Orders/ Order on Contracts. If NCDPW or GOSR requires any changes that are required to be signed by a P.E., for submission for their concurrence, the CM firm will be responsible for preparing and signing the documents. The cost for this will be considered to be included in the firm's fees.

**2.9 Scheduling** – The CM shall, with the cooperation of the CC, prepare the Construction Schedule. The Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The CM shall evaluate the CC's request for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Update the Schedule monthly to show progress. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC. Prepare

Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. Confer with the CC and prepare recovery schedules, as needed. Prepare delay analysis and resolve dispute/delay claims.

**2.10** Cash Flow Forecast – With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

**2.11** Temporary Office – For project 1. Bay Park East Rockaway Drainage Improvements for Resident Engineer/ Office engineer, office space, desktop phone and a desktop computer will be provided at the 1194 Prospect Ave, Westbury. Anything else needed to perform the required task shall be provided by the consultant firm, including office supplies, copy paper, ink/toner, etc.

### **C3. Post-Construction Phase Services**

**3.1** Contract Closeout – Conduct final inspections of the completed projects with the County and assist the Engineer, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the projects are completed in sections then multiple final inspections may be needed. Compile project's records and documents collected during the construction phase. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, 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 as-built drawings to the Engineer for the preparation of record drawings.

**3.2** 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 Engineer for interpretation. Confer with the Engineer, and 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 Engineer's determination, where applicable.

**3.3** Preparation of Contract Closeout Documentation – The CM shall complete all contract closeout documentation in accordance with New York State Governors Office for Storm Recovery (GOSR). 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, as applicable for GOSR projects.

### **C4. Additional Services**

**4.1.** Extended Construction and/or Post Construction Phase Services – The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services.

#### **Section D**

**4.2** Extra Services and Reimbursable Expenses as per the agreement and Section D. Contract Terms

Appendix“B”  
Construction Management For Governor’s Office of Storm Recovery Projects: Bay Park/East  
Rockaway Drainage Improvements H61001-02CMP01

Payment Schedule

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

**A. AMOUNT OF CONSIDERATION**

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed seven hundred thirty-seven thousand nine hundred twenty dollars and zero cents, (\$737,920.00) including allowance and 10% contingency. The Firm shall be compensated for such services by an amount equal to two and twentieth hundred (2.25) 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. (Maximum allowable Multiplier 2.25 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee salary increases within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00).

**B. REIMBURSABLE EXPENSES**

The following items are included in the Firm’s fee, under the allowance, 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 or his or her duly designated deputy 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:

- A. 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.
- B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

## C ADDITIONAL/ EXTRA SERVICES

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to two and twenty hundredths (2.20) 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 CM 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 seventy-five dollars (\$175.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed one hundred seventy- five dollars (\$175.00) under allowances per hour.

As used herein, "Additional/Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor. Additional/ Extra services may include, but not limited to the following:

- (a) Engineering services for immediate corrective measures.
- (b) Construction related emergency services.

### (2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee working on all current County agreements with the Firm.

#### 1. Bay Park/ East Rockway Drainage Improvements

| Position  | Hours |   | Hourly Rate | X | Multiplier | = | Total        |
|---|-------|---|-------------|---|------------|---|--------------|
| <b>Resident Engineer/ Office Engineer:</b><br>* PE (NY) preferred; Ten years' experience as RE/OE on similar construction projects. Must be well conversant with Nassau Specifications, as well as GOSR procedures. OSHA S&EC and ACI certificate required) | 3200  | X | \$ 60.00    | X | 2.25       | = | \$432,000.00 |
| <b>Construction Inspector: (*NICET II)</b><br>Five years' experience as an Inspector on similar construction projects. Must be well conversant with Nassau County Specifications GOSR procedures. ACI certificate required.                                 | 2080  | X | \$ 44.00    | X | 2.25       | = | \$205,920.00 |
| Extra Services and Reimbursable Expenses**  | N/A   |   | N/A         |   | N/A        |   | \$100,000.00 |

Total \$737,920.00

## M/WBE UTILIZATION PLAN


**INSTRUCTIONS:** This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

|                                    |   |  |  |
|------------------------------------|---|--|--|
| <b>Subrecipient Name:</b>          | Nassau County Dept of Public Works                  | <b>Project Name:</b>                       | Bay Park/East Rockaway Drainage Improvements |
| <b>Offeror's Name:</b>             | Louis K McLean Associates Engineers & Surveyors, PC | <b>Federal ID Number:</b>                  | 11-2667189                                   |
| <b>Address:</b>                    | 437 South Country Road                              | <b>Contract Number:</b><br>(if applicable) | H61001-02CMP01                               |
| <b>City, State &amp; Zip Code:</b> | Brookhaven NY 11719                                 | <b>Phone:</b>                              | (631) 286-8668                               |
| <b>Location of Work:</b>           | Nassau County                                       | <b>Bid/Contract Value:</b>                 | \$ 737,920.00                                |

| <i>M/WBE Target Goal</i> |                   |   |               | <i>Proposed M/WBE Participation</i> |                   |   |               |
|--------------------------|-------------------|---|---------------|-------------------------------------|-------------------|---|---------------|
| <i>Category</i>          | <i>Percentage</i> |   | <i>Amount</i> | <i>Category</i>                     | <i>Percentage</i> |   | <i>Amount</i> |
| <b>MBE:</b>              | 14.00             | % | \$ 103,308.80 | <b>MBE:</b>                         | 14.00             | % | \$ 103,308.80 |
| <b>WBE:</b>              | 13.91             | % | \$ 102,611.20 | <b>WBE:</b>                         | 13.91             | % | \$ 102,611.20 |
| <b>Totals:</b>           | 27.91             | % | \$ 205,920.00 | <b>Totals:</b>                      | 27.91             | % | \$ 205,920.00 |



| 1. Certified M/WBE Subcontractors/Suppliers Information: |          |                           | Classification<br>NYS-ESD<br>Certified (Choose One Only) |                                     | Federal ID No.: | Description of Work:    | Dollar Value of Subcontractors/Supplies/Services | Intended performance dates on each component of the contract |
|--|----------|---------------------------|--|-------------------------------------|-----------------|-------------------------|--|--|
|  |          |                           | MBE  | WBE                                 |                 |                         |  |  |
| A  | Name:    | CSM Engineering, PC       | <input checked="" type="checkbox"/>                      | <input type="checkbox"/>            | 11-3489050      | Construction Inspection | \$ 103,308.80                                    | 7/2021-7/2022  |
|  | Address: | 6 RXR Plaza, Uniondale NY |  |                                     |                 |                         |  |  |
|  | Email:   | cshah@csmengineering.com  |  |                                     |                 |                         |  |  |
|  | Phone:   | 516-378-4887              |  |                                     |                 |                         |  |  |
| B  | Name:    | CSM Engineering, PC       | <input type="checkbox"/>                                 | <input checked="" type="checkbox"/> | 11-3489050      | Construction Inspection | \$ 102,611.20                                    | 7/2021-7/2022  |
|  | Address: | 6 RXR Plaza, Uniondale NY |  |                                     |                 |                         |  |  |
|  | Email:   | cshah@csmengineering.com  |  |                                     |                 |                         |  |  |
|  | Phone:   | 516-378-4887              |  |                                     |                 |                         |  |  |
| C  | Name:    |                           | <input type="checkbox"/>                                 | <input type="checkbox"/>            |                 |                         |  |  |
|  | Address: |                           |  |                                     |                 |                         |  |  |
|  | Email:   |                           |  |                                     |                 |                         |  |  |
|  | Phone:   |                           |  |                                     |                 |                         |  |  |
| D  | Name:    |                           | <input type="checkbox"/>                                 | <input type="checkbox"/>            |                 |                         |  |  |
|  | Address: |                           |  |                                     |                 |                         |  |  |
|  | Email:   |                           |  |                                     |                 |                         |  |  |
|  | Phone:   |                           |  |                                     |                 |                         |  |  |

|   |  |
|---|--|
| Contractor Use:   |  |
| Name of Preparer: Robert Steele, PE   |  |
| Authorized Signature:  |  |
| Date: 03/19/2021  |  |
| Email: rsteele@lkma.com   |  |
| Phone: 631-286-8668   |  |

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(f) 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.

(g) 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.

(h) 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.

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

(j) 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.

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

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

(l) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general

circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime

contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Raymond DiBiase, PE (Name)

437 South Country Road, Brookhaven, NY 11719 (Address)

631-286-8668 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder        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 by the Proposer/Bidder, describe below:

n/a

---

---

---

---

---

---

---

---

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 Proposer/Bidder 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:

n/a

---

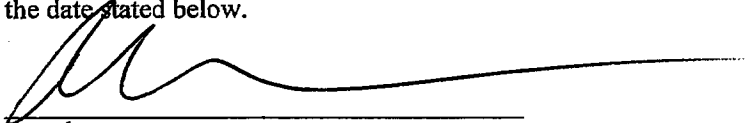
---

---

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

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

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



Dated 03/26/2021

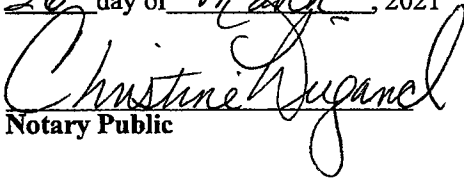
Signature of Chief Executive Officer

Raymond DiBiase, PE

Name of Chief Executive Officer

Sworn to before me this

26<sup>th</sup> day of March, 2021



Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI6210359, Suffolk County  
Commission Expires August 17, 2021



**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

Rev. 2/27/17

## **DEFINITIONS**

---

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: \_\_\_\_\_

“Contractor”: \_\_\_\_\_

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

## **ORDER OF PRECEDENCE**

---

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## **PART I: REQUIRED FEDERAL PROVISIONS**

---

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

### **GENERAL CONDITIONS**

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

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

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of HUD’s grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

## **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a



part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**



- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## PART II: REQUIRED STATE PROVISIONS

---

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.



To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, 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 Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this 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.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

**11. COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**12. GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

**13. WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**14. NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**15. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**16. NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

**17. LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### PART III: INSURANCE

---

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

a. Commercial General Liability Insurance and Excess Liability Insurance.

Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

| Contract Value | Commercial General Liability in combination with Excess (Umbrella) Liability |                   |
|----------------|--|-------------------|
|                | Each Occurrence  | General Aggregate |
| < \$10M        | \$2,000,000  | \$2,000,000       |
| >\$10M - \$50M | \$5,000,000  | \$5,000,000       |
| >\$50M         | \$10,000,000   | \$10,000,000      |

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.

c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.

d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

---

**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).



# **ENVIRONMENTAL REVIEW**

---

for community development block grant-disaster recovery (CDBG-DR) funded projects in the NY Rising Community Reconstruction Program

April 2016

# INTRODUCTION

All projects funded by the Governor's Office of Storm Recovery (GOSR) must undergo environmental review pursuant to both the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). These environmental reviews are typically conducted by GOSR's Bureau of Environmental Review and Assessment (BERA) and are informed by information provided by engineering and design professionals, as well as qualified environmental professionals.

Because GOSR must conduct NEPA reviews as the "responsible entity" under the authority of the United States Department of Housing and Urban Development (HUD), for efficiency purposes and as a service to grant recipients, GOSR assumes Lead Agency status for coordinated Unlisted and Type I actions pursuant to SEQRA. GOSR is unable to delegate NEPA decision-making authority. Should a grant recipient or other Involved Agency wish to assume SEQRA Lead Agency status, GOSR's BERA may concede upon request. As an added benefit to grant recipients, GOSR's BERA will assume the costs associated with the NEPA and SEQRA process. The generalized breakdown of cost sharing is summarized by the chart below. If you have questions, comments, or suggestions with regard to information contained in this document, please contact GOSR's BERA staff at [nyscdbg\\_dr\\_er@nyshcr.org](mailto:nyscdbg_dr_er@nyshcr.org) or call at (518) 473-0015.

| ACTIVITY                              | BERA  | SUBRECIPIENT   |
|---------------------------------------|---|----------------|
| NEPA Review                           | X   |                |
| SEQRA Lead Agency                     | X <sup>1</sup>                                |                |
| Asbestos/Lead/Radon surveys           | Project by project determination <sup>2</sup> |                |
| Phase 1 and 2 ESAs                    | X   |                |
| Phase 1 Arch Survey                   | X   |                |
| Noise Analysis                        | X   |                |
| Site Remediation and Hazard Abatement |   | X              |
| Permitting                            |   | X <sup>3</sup> |
| Sole Source Aquifer Analysis          | X   |                |
| Threatened and Endangered Species     | X   |                |

<sup>1</sup>Although the subrecipient agreement template indicates that GOSR will serve as Lead Agency, this is a responsibility that can be delegated to municipalities demonstrating experience with conducting SEQRA reviews. A Subrecipient may apply to GOSR's Certifying Officer to obtain Lead Agency status on any project.

<sup>2</sup>Subrecipients should coordinate with GOSR's BERA and NYRCR Program Staff to assign responsibility.

<sup>3</sup>Permitting responsibilities will reside with the responsible permittee. Please note that BERA will assist as needed in coordinating permitting with the New York Department of Environmental Conservation (DEC), United States Army Corps of Engineers (USACE), New York Department of State (DOS), and other permitting agencies.

# ANALYSIS OF ALTERNATIVES

The NEPA and SEQRA environmental review processes require GOSR to consider reasonable alternatives that achieve the purpose and need of most projects. GOSR relies upon project engineers, architects, designers and planners to inform this alternative analysis.

In some cases, the NY Rising Community Reconstruction Program planning process has identified a specific project to be implemented, such as the replacement of a particular bridge or culvert. In these cases, in addition to the “no action” alternative, reasonable alternatives might include investigation into the various sizing possibilities for the hydraulic opening of the structure. In other cases, design professionals are tasked with undertaking a study or crafting recommendations to address community needs. In these cases, design professionals working on NY Rising Community Reconstruction Program projects must be sure to document various alternative design solutions, including the type of sustainable and resilient alternatives described below.

In accordance with Executive Order 13693, Planning for Federal Sustainability, and Executive Order 11988, Floodplain Management (as amended), GOSR is requiring consideration of sustainability measures for all NY Rising Community Reconstruction Program projects. In addition to meeting the requirements of all applicable existing federal, state, and local codes, laws, and ordinances, engineering design reports should analyze practicable alternatives that incorporate sustainability measures and green infrastructure practices into the proposed design where possible. These alternatives should include natural systems, ecosystem processes, and nature-based approaches to achieve the purpose and need of the project and overall design objectives. These sustainable practices should be integrated into the base design of the engineering projects.

Evaluation of project design alternatives should consider site/project suitability, environmental benefits, operating and maintenance costs, decommissioning, and useful lifetime. Where sustainable practices are determined to be infeasible or in conflict with project objectives or budget, design reports should document the evaluation of sustainable practices.

## ENVIRONMENTAL BEST PRACTICES

Environmental best practices can and should be incorporated into all types of recovery and resilience projects. Some of the most common projects proposed for HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) funding are culvert resizing or replacement, drainage and stormwater management improvements, streambank stabilization and restoration, emergency generator installation, and repair or renovation of structures. An overview of key sustainable design practices related to these categories of projects, as well as hyperlinks to guidance documents, are provided on the following pages.

## CULVERT RESIZING / REPLACEMENT

In addition to ensuring that culverts are properly sized, several environmental design factors must be considered in a culvert resizing or replacement project. While traditional culverts enable bridges and roadways to safely cross a stream or wetland, they can disrupt stream continuity, inhibiting passage for fish and wildlife and causing significant streambed erosion and destabilization. Open bottom culverts are effective for facilitating fish and aquatic species passage. When closed bottom culverts are used, they should be designed and installed to mimic natural stream flow and bottom substrate. Inadequate culvert sizing is a primary factor in streambed erosion. In general, culverts should be sized such that they are wider than the bankfull width (BFW) of the stream. In all culvert projects, pre-installation stream conditions should be retained to the maximum extent possible and construction schedules should be coordinated to minimize impacts to wildlife and vegetation.



### recommendations

- The capacity and size of the culvert should be maximized to accommodate a 100+ year flood event. At a minimum, the width of the structure should be 1.25 times the BFW of the stream
- Use open bottom culverts when possible
- Construct culverts to match the characteristics of the natural stream channel, including: slope, substrate, stability, and width
- Make stream crossings, such as roads and bridges, perpendicular to the direction of streams or drainage to minimize the area of disturbance
- Replacement structures must not create an inlet or outlet drop that restricts aquatic organism passage



### resources

- New York State Department of Environmental Conservation (NYSDEC) Stream Crossing Guidelines: <http://www.dec.ny.gov/permits/49066.html>
- Bureau of Land Management (BLM) Culvert Use Guidelines: [http://www.blm.gov/bmp/low%20volume%20engineering/J\\_Ch8\\_Culvert\\_Use\\_Installation\\_&\\_Sizing.pdf](http://www.blm.gov/bmp/low%20volume%20engineering/J_Ch8_Culvert_Use_Installation_&_Sizing.pdf)
- U.S. Army Corps of Engineers (USACE) Stream Crossing BMPs: <http://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/NEGP/BMPStreamCrossings21Jan2015.pdf>
- Wetland Crossing BMPs: <http://www.dem.ri.gov/programs/benviron/water/permits/fresh/pdfs/bmpch9.pdf>
- Water Crossing Design Guidelines – Washington Department of Fish and Wildlife: <http://wdfw.wa.gov/publications/01501/wdfw01501.pdf>

## STREAMBANK / STREAMBED RESTORATION

Degraded streambanks and streambeds can lead to erosion, slope instability, water quality impairment, and other significant environmental issues. Riprap revetments and other streambank armoring measures can cause environmental damage of their own, as they impede the natural functions of a streambank, diminish aquatic habitats, and can even cause destabilization downstream. Natural streambank stabilization uses targeted vegetation, engineered logjams, and other bioengineering methods to return streams to a natural state of hydraulic stability. In addition to providing long-term stream stability benefits, natural stream restoration measures encourage healthy, vegetated stream buffers, thereby improving water quality and increasing riparian habitat.



### recommendations

- Plant hardy and flood-resistant native species on riverbanks to stabilize soil and strengthen the riparian buffer
- Use biodegradable erosion control blankets to provide temporary erosion protection during vegetation establishment
- Install tree revetments or engineered logjams to dissipate flow in locations of excessive erosion



### resources

- Federal Emergency Management Agency (FEMA) Bank Stabilization Alternatives: [http://www.fema.gov/pdf/about/regions/regionx/Engineering\\_With\\_Nature\\_Web.pdf](http://www.fema.gov/pdf/about/regions/regionx/Engineering_With_Nature_Web.pdf)
- Minnesota Vegetated Stream Restoration Program: [http://files.dnr.state.mn.us/publications/waters/understanding\\_our\\_streams\\_and\\_rivers\\_resource\\_sheet\\_2.pdf](http://files.dnr.state.mn.us/publications/waters/understanding_our_streams_and_rivers_resource_sheet_2.pdf)
- Natural Resources Conservation Service (NRCS) Stream Restoration Design Handbook: <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/water/manage/restoration/?cid=stelprdb1044707>
- Westchester County Aquatic Buffer Guide: <http://www.westchestergov.com/planning/environmental/BronxRiver/Westchester%20County%20Water%20Resource%20Buffer%20Brochure%20FINAL%20for%20e-mail1.pdf>
- Integrated Stream Bank and Restoration Guidelines - Washington Department of Fish and Wildlife: <http://wdfw.wa.gov/publications/00046/wdfw00046.pdf>

# DRAINAGE / STORMWATER MANAGEMENT

Effective and sustainable management of stormwater is critical to ensure the long-term sustainability and resiliency of infrastructure projects. Incorporating nature-based features, such as vegetated swales, bioretention cells, and tree box filters, not only reduces the quantity of stormwater runoff from an area, but also improves the quality of runoff by allowing for filtration and settling of solids. Structural stormwater BMPs, such as permeable pavement, inlet protection devices, and swirl separators, can provide cost-effective stormwater quantity and quality improvements in space-constrained projects. Many municipalities operate Municipal Separate Storm Sewer Systems (MS4) and are subject to specific permit requirements under National Pollutant Discharge Elimination System (NPDES) regulations. In the State of New York, the Federal MS4 Program is delegated to NYSDEC. Implementing State regulations and guidance are available on NYSDEC's website.

## requirements

- The MS4 General Permit requires the consideration and incorporation of cost effective green infrastructure approaches in routine upgrades of stormwater conveyance systems and municipal properties to the maximum extent practicable

## recommendations

- Incorporate low impact development principles into project design
- Incorporate green infrastructure, such as bioretention cells, rain gardens, or vegetated filter strips, into project designs to increase infiltration
- Use permeable paving material in parking areas or other paved site areas to increase infiltration and reduce runoff from these surfaces
- Collect roof top runoff in rain barrels or dry wells
- Install a swirl separator in a stormwater collection system to remove solids prior to discharge
- Daylight streams where feasible to improve water quality, increase infiltration, and decrease sewer overflow
- Utilize the U.S. Environmental Protection Agency's (EPA) Storm Water Management Model

## resources

- Stormwater BMP overview: [http://www.epa.gov/greeningepa/stormwater/best\\_practices.htm](http://www.epa.gov/greeningepa/stormwater/best_practices.htm)
- Low Impact Development overview: <http://water.epa.gov/polwaste/green/>
- NYSDEC Stormwater website: <http://www.dec.ny.gov/chemical/8468.html>
- NYSDEC MS4 website: <http://www.dec.ny.gov/chemical/43150.html#Permit>
- NYSDEC Stormwater Management Design Manual, Green Infrastructure Chapter: [http://www.dec.ny.gov/docs/water\\_pdf/swdm2010chptr5.pdf](http://www.dec.ny.gov/docs/water_pdf/swdm2010chptr5.pdf)
- NYSDEC Better Site Design guide: [http://www.dec.ny.gov/docs/water\\_pdf/bsdcomplete.pdf](http://www.dec.ny.gov/docs/water_pdf/bsdcomplete.pdf)
- Hudson Valley green infrastructure examples: <http://www.dec.ny.gov/lands/58930.html>



### resources (continued)

- New York Environmental Facilities Corporation (EFC) Green Grants program: <http://www.efc.ny.gov/Default.aspx?tabid=461>
- EPA Showing Buried Streams the Daylight: <http://www.epa.gov/ord/gems/buriedstream.htm>
- EPA Storm Water Management Model: <http://www2.epa.gov/water-research/storm-water-management-model-swmm>

# FLOOD ELEVATION DESIGN CONSIDERATIONS

Only if there are no practicable alternatives should a structure be located in the floodplain. Engineering and design professionals must use the best available flood hazard data identified by FEMA, where applicable, to guide decision-making. Best available flood hazard data should be used to determine elevation and floodproofing requirements. Best available flood hazard data is derived from the most current and restrictive of the following: FEMA Flood Insurance Rate Map, FEMA Advisory Base Flood Elevation Map, FEMA publicly released working map, or FEMA preliminary Flood Insurance Rate Map. Floodproofing is prohibited for residential buildings.



## program requirements

- If the project or activity is located in a Special Flood Hazard Area, it must be designed using the best available base flood elevation plus two feet as the baseline standard for elevation, the Flood of Record plus two feet, or the 500 year flood elevation, whichever is highest
- Critical equipment and infrastructure is held to a higher design standard, which varies depending on if the equipment is in a floodplain that is subject to tidal influence
- For projects located in areas that are not subject to tidal influence, critical equipment and infrastructure should be designed to be placed at the best available base flood elevation plus three feet, the Flood of Record plus three feet, or the 500 year flood elevation, whichever is highest
- For projects located in areas that are subject to tidal influence, critical equipment and infrastructure should be designed to be placed at the best available base flood elevation plus five feet, the Flood of Record plus four feet, or the 500 year flood elevation, whichever is highest
- Note that if higher elevations are required by state or local codes or standards, those higher standards will apply
- In consideration of climate change, design standards for infrastructure projects subject to tidal influence should incorporate the NYSDEC sea-level rise projections, as described in 6 NYCRR Part 490, and in riparian areas north of New York City, flood elevations derived from flows provided by USGS Future Flow Explorer. This calculation should consider the useful life of the infrastructure.



## resources

- FEMA Map Service Center: <https://msc.fema.gov/portal>
- FEMA Guidance - Floodproofing Non-residential Buildings: [http://www.fema.gov/media-library-data/5420711cd929a194254329c15f11616e/P-936\\_front-matter\\_508.pdf](http://www.fema.gov/media-library-data/5420711cd929a194254329c15f11616e/P-936_front-matter_508.pdf)
- NYSDEC Projected Sea-Level Rise Regulations - 6 NYCRR Part 490 - Proposed Regulations <http://www.dec.ny.gov/regulations/103877.html>
- USGS Future Flow Explorer: <http://ny.water.usgs.gov/maps/floodfreq-climate/>



# EMERGENCY GENERATORS

Emergency generators serve a key role in ensuring continuity of operations at critical facilities. Though emergency generators are not designed to operate continuously, they have the potential to be sources of air pollutants and are thus subject to specific standards. Any new emergency generator installation must meet the maximum achievable control technology (MACT) standards for reciprocating internal combustion engines (RICE), often referred to as the MACT RICE standards. The MACT RICE requires that new generators can comply with the MACT by complying with the requirements in the New Source Performance Standards. Any new Compression Ignition generator will have to comply with 40 CFR 60, Subpart IIII, and any new Spark Ignition generator will have to comply with 40 CFR 60, Subpart JJJJ. New generators must be certified by the manufacturer that they comply with the EPA's New Source Performance Standards (NSPS).

Fuel tanks supplying generators pose an environmental threat from the risk of leaks, spills, and other accidental discharges of petroleum products. Fuel tanks for all new emergency generators must be located at acceptable separation distances from structures and areas where people congregate, and employ multiple leak protection systems, such as double-walled tanks, containment enclosures, or leak-tested valves. Flooding can cause significant damage to emergency generators and can cause accidental discharge of fuel and other engine fluids. All emergency generators and fuel tanks must be anchored and installed in accordance with the Flood Elevation Design Considerations, below. Design incorporating freeboard, or excess elevation of floor levels or equipment above the BFE, is considered a best practice and can be an effective means of eliminating risk to critical equipment.

## requirements

- Specify a generator with a double-walled fuel tank and leak-proof fixtures
- Specify a generator that is manufacturer certified to meet EPA's NSPS
- Design the generator and fuel storage locations with adequate freeboard above the BFE
- Locate fuel storage tanks in accordance with HUD Acceptable Separation Distance requirements

## resources

- MACT RICE standards: <http://www.epa.gov/region1/rice/>
- FEMA Flood Insurance Rate Maps with BFE: <https://msc.fema.gov/portal>
- FEMA recommendations for reducing facility vulnerability: [http://www.fema.gov/media-library-data/1381404651877-881a2cf70a90ac63b9c067100ffccace/SandyRA2CriticalFacilities\\_508\\_FINAL2.pdf](http://www.fema.gov/media-library-data/1381404651877-881a2cf70a90ac63b9c067100ffccace/SandyRA2CriticalFacilities_508_FINAL2.pdf)
- NYSDEC Petroleum Tank Requirements: <http://www.dec.ny.gov/chemical/2642.html>
- HUD Acceptable Separation Distance requirements: <https://www.hudexchange.info/programs/environmental-review/asd-calculator/>

# REPAIR / RENOVATION / DEMOLITION OF STRUCTURES

Building codes and standards form the basis of many design considerations for structural repair and renovation projects. In addition to these standards, incorporating environmental best practices can elevate the performance, safety, and cost-effectiveness of a project.

First and foremost, any project that requires modifications to existing buildings or certain other man-made structures must comply with all applicable asbestos and lead standards, including pre-construction surveys, abatement, and clearance by a qualified professional. Additionally, federal and state law require adherence to floodplain regulations for construction or development within the Special Flood Hazard Area (See Flood Elevation Design Considerations below). Historic preservation requirements must also be met for any buildings or structures with landmark, historic, or other protected status, as well as those structures or places that are eligible for listing on the National Register of Historic Places.

Incorporating best practices that exceed these baseline standards can improve the environmental, economic, and energy performance of a building. Even if a project will not be submitted for an environmental certification, such as Leadership in Energy and Environmental Design (LEED), the guiding principles of such programs can help set measurable and achievable performance targets for any project.

## requirements

- Prior to repair, renovation or demolition of a structure, a NYS Department of Labor-qualified professional must perform an asbestos and lead paint survey
- For structures that have been damaged at least 50% of their pre-flood value, or that will be reconstructed, rehabilitated, or added on to with the value of the improvement at least 50% of the pre-improvement value of the structure, the entire structure must meet local and state floodplain development standards
- All projects must be in compliance with the National Historic Preservation Act

## recommendations

- Incorporate on-site renewable energy sources, energy efficient heating, ventilation, and air conditioning equipment, insulation, and water-saving fixtures into renovation plans
- Maximize use of existing building materials when feasible; incorporate recycled or renewable material when specifying new building materials
- Incorporate high-efficiency, fully-shielded lighting fixtures that emit no light upward.

## resources

- Asbestos in New York: <https://labor.ny.gov/formsdocs/wp/p224.pdf>
- Asbestos and Lead Hazard Mitigation: <https://www.osha.gov/SLTC/etools/hurricane/building-demolition.html>
- EPA Construction and Demolition Materials Guidelines: <http://www.epa.gov/wastes/nonhaz/industrial/cd/index.htm>
- FEMA Guidelines for Development in Floodplains: <https://www.fema.gov/permit-floodplain-development>
- NYSDEC Floodplain Construction Requirements: <http://www.dec.ny.gov/lands/40576.html>



## resources

- NYS Historic Preservation Legislation: <http://nysparks.com/shpo/environmental-review/preservation-legislation.aspx>
- NYS Environmental and Historic Review Process: <http://nysparks.com/shpo/environmental-review/>
- LEED Principles for Major Renovations: <http://www.usgbc.org/articles/federal-guiding-principles-new-construction-and-major-renovations>
- LEED Principles for Existing Buildings: <http://www.usgbc.org/articles/federal-guiding-principles-existing-buildings>
- EPA Water Conservation Program, WaterSense: <http://www.epa.gov/watersense/commercial/bmps.html>

# CONSTRUCTION EQUIPMENT STANDARDS

The noise and air quality effects that result from construction equipment can have a cumulative, negative effect on the environment. Though impacts from construction are temporary, they can be a source of environmental disturbance and should be mitigated through the use of BMPs. To mitigate or prevent these impacts a Construction Management Plan may be required. The following practices should be incorporated into plans and specifications:

## equipment and fuel requirements

- Use ultra-low sulfur diesel fuel in all construction equipment with an engine of 50 horsepower (hp) or greater
- Use diesel engine retrofit technology where practicable, such as:
  - Diesel Oxidation Catalyst or Diesel Particulate Filters
  - Engine upgrades
  - Engine Replacements
- Limit idling times to 3 minutes
- Locate diesel powered engines away from fresh air intakes
- Control construction dust through Soil Erosion and Sediment Control Plan measures, including use of a dust suppressant and fugitive dust controls
- All construction equipment over 50 hp must meet EPA's Tier 2 emission standards for non-road construction equipment. Where a project is located in a non-attainment or maintenance area under the Clean Air Act, Tier 3 and Tier 4 standards may be imposed



## noise and vibration recommendations

- Schedule individual project construction activities such that activities resulting in the greatest noise or vibration impacts do not overlap
- Coordinate construction activities with construction in nearby or adjacent locations to minimize impacts
- Consider condition of surrounding structures and the potential effects of vibration, where appropriate
- Prepare contingency measures in the event that established limits are exceeded



## resources

- NYSDOT Environmental Performance Commitments: <http://www.northeastdiesel.org/pdf/RTE9A-NY.pdf>
- Sacramento, California Construction Greenhouse Gas (GHG) Emissions Reductions: <http://www.airquality.org/ceqa/cequguideupdate/Ch6FinalConstructionGHGReductions.pdf>
- Los Altos, California Construction Site and Equipment Best Management Practices: [http://www.losaltosca.gov/sites/default/files/fileattachments/Community%20Development/page/3751/construction\\_equipment\\_bmp\\_handout.pdf](http://www.losaltosca.gov/sites/default/files/fileattachments/Community%20Development/page/3751/construction_equipment_bmp_handout.pdf)

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

I, Raymond DiBiase 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: LKMA

Vendor's Address: 437 South Country Road, 20 Flintlock Drive, Shirley, NY 11967 BROOKHAVEN  
NY US 11719

Vendor's EIN or TIN: 11-2667189

Forms Submitted:

Political Campaign Contribution Disclosure Form:  
02/18/2021 08:42:29 AM

Lobbyist Registration and Disclosure Form:  
03/09/2021 09:50:12 AM

Business History Form certified:  
02/25/2021 10:32:04 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
02/25/2021 09:51:20 AM



# Principal Questionnaire(s)

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

| Principal Name                          | Date Certified         |
|---|------------------------|
| Raymond DiBiase, PE [RDIBIASE@LKMA.COM] | 02/25/2021 10:04:44 AM |
| Robert Steele, PE [RSTEELE@LKMA.COM]    | 02/25/2021 10:00:35 AM |

I, Raymond DiBiase 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."

Raymond DiBiase RDIBIASE@LKMA.COM

*Name*

President & CEO

*Title*

Louis K McLean Associates Engineers & Surveyors, PC

*Name of Submitting Entity*

04/01/2021 12:23:43 PM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

County Exec Mangano, County Exec Laura Curran, Controller Jack Schnirman, Nassau County Republican 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:  
Robert Steele, PE [RSTEELE@LKMA.COM]

Dated: 02/18/2021 08:42:29 AM

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: Executive Vice President



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:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 03/09/2021 09:50:12 AM

Vendor:

Louis K McLean Associates Engineers  
& Surveyors, PC

Title:

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: Raymond DiBiase  
Date of birth: 10/03/1952  
Home address: 437 South Country Road  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US

Business Address: 437 South Country Road  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: (631) 286-8668

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

List of other addresses and telephone numbers attached

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

|                         |                   |             |                   |
|-------------------------|-------------------|-------------|-------------------|
| President               | <u>01/01/2018</u> | Treasurer   | _____             |
| Chairman of Board       | _____             | Shareholder | <u>01/01/1995</u> |
| Chief Exec. Officer     | _____             | Secretary   | <u>01/01/2002</u> |
| Chief Financial Officer | _____             | Partner     | _____             |
| Vice President          | _____             |             |                   |
| (Other)                 | _____             |             |                   |

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

YES ☒ NO ☐ If Yes, provide details.

partial owner - 87%

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

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

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

**CERTIFICATION**

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

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President/CEO

Title

02/25/2021 10:04:44 AM

Date

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. (87)  
President and Chief Executive Officer

Robert A. Steele, P.E. (9)  
Executive Vice-President and Secretary/Treasurer

#### **Shareholders:**

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.  
James L. DeKoning, P.E.

#### **Board of Directors:**

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Executive Vice-President and Secretary/Treasurer  
James L. DeKoning, P.E., Vice-President  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### **Counsel:**

L'Abbate, Balken, Colavita & Contini, LLP  
1001 Franklin Avenue  
Garden City, NY 11530

## 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 A Steele, PE  
Date of birth: 11/26/1972  
Home address: 437 South Country Rd  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US

Business Address: 437 South Country Road  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: (631) 286-8668

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   | <u>01/01/2018</u> |
| Chairman of Board       | _____             | Shareholder | _____             |
| Chief Exec. Officer     | _____             | Secretary   | <u>01/01/2018</u> |
| Chief Financial Officer | _____             | Partner     | _____             |
| Vice President          | <u>01/01/2018</u> |             |                   |
| (Other)                 |                   |             |                   |

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

YES ☒ NO ☐ If Yes, provide details.

9%

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

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

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

**CERTIFICATION**

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

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

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

Robert Steele, PE [RSTEELE@LKMA.COM]

Executive Vice-President

Title

02/25/2021 10:00:35 AM

Date



## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. (87)  
President and Chief Executive Officer

Robert A. Steele, P.E. (9)  
Executive Vice-President and Secretary/Treasurer

#### **Shareholders:**

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.  
James L. DeKoning, P.E.

#### **Board of Directors:**

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Executive Vice-President and Secretary/Treasurer  
James L. DeKoning, P.E., Vice-President  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### **Counsel:**

L'Abbate, Balken, Colavita & Contini, LLP  
1001 Franklin Avenue  
Garden City, NY 11530

## 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: 02/25/2021

1) Proposer's Legal Name: Louis K McLean Associates Engineers & Surveyors, PC

2) Address of Place of Business: 437 South Country Road

City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719

Country: US

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

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

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

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: 125571166

5) Federal I.D. Number: 112667189

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

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

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

Town of Huntington vs. L.K. McLean Associates, PC and Bellingham Marine. This complaint was filed against LKMA and Bellingham Marine regarding damage that has occurred to a floating concrete dock system in the Village of Northport. The project was constructed in 2013 and the docks were subsequently damaged over a period of years as a result of wave forces. It is notable that during the design of the project, The Town directed LKMA in writing to remove the proposed protective wave screen from the project, originally in the design. LKMA is currently in discussions with the dock manufacturer (Bellingham) and the Town to resolve the issue and continues to work for the Town on various projects.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."  
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
no conflict exists

- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
no conflict exists

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

no conflict exists

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

We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

- 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;

01/01/1959

- 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.

see attachment

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

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

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

see attachment

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

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

90

- vi) Annual revenue of firm;

15000000

- vii) Summary of relevant accomplishments

see Attached

1 File(s) Uploaded: Relevant Accomplishments.pdf

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

1 File(s) Uploaded: LKMA Engineering & Surveying Certs thru 2023.pdf

B. Indicate number of years in business.

71

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

see Attachment associated with Q-A (ii)

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        | SCDPW                               |                          |    |
| Contact Person | William Hillman, PE                 |                          |    |
| Address        | 335 Yaphank Avenue                  |                          |    |
| City           | Yaphank                             | State/Province/Territory | NY |
| Country        | US                                  |                          |    |
| Telephone      | (631) 852-4002                      |                          |    |
| Fax #          |                                     |                          |    |
| E-Mail Address | william.hillman@suffolkcountyny.gov |                          |    |

|                |                       |                          |    |
|----------------|-----------------------|--------------------------|----|
| Company        | NYSDOT                |                          |    |
| Contact Person | Ken Murphy, PE        |                          |    |
| Address        | 250 Veterans Highway  |                          |    |
| City           | Hauppauge             | State/Province/Territory | NY |
| Country        | US                    |                          |    |
| Telephone      | (631) 952-6654        |                          |    |
| Fax #          |                       |                          |    |
| E-Mail Address | ken.murphy@dot.ny.gov |                          |    |

|                |                          |                          |    |
|----------------|--------------------------|--------------------------|----|
| Company        | NYSDOT                   |                          |    |
| Contact Person | John McGullam, PE        |                          |    |
| Address        | 250 Veterans Highway     |                          |    |
| City           | Hauppauge                | State/Province/Territory | NY |
| Country        | US                       |                          |    |
| Telephone      | (631) 952-6041           |                          |    |
| Fax #          |                          |                          |    |
| E-Mail Address | JBrundige@EHamptonNY.Gov |                          |    |

I, Raymond DiBiase , 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, Raymond DiBiase , 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: Louis K McLean Associates Engineers & Surveyors, PC

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President/CEO

Title

03/22/2021 01:55:01 PM

Date

## **4.0 RELEVANT EXPERIENCE**

**L. K. McLean Associates, P.C. (LKMA)**, is a professional corporation based in Brookhaven which has provided professional services to Nassau County DPW since 1988. LKMA was founded in Wantagh in 1950, performing surveying and engineering services for residential subdivision layout in Nassau County. Many of these homes were purchased by World War II veterans. LKMA currently has a staff of 90 people (21 of whom are licensed). In addition to LKMA's main office located in the Hamlet of Brookhaven, we are pleased to note that as of January 2019 we have opened a satellite office located at 25 Newbridge Road in Hicksville to better serve our clients located in Nassau County.

LKMA provides a broad range of services for the planning, design, and construction of public and private sector projects. We have been providing these types of services in the New York Metropolitan area for 70 years.

**Shahrish Consulting, LLC**, located with offices in both Melville and New York City, is a full-service multi-disciplinary, MBE/DBE/SBE certified engineering design and construction management services firm. **Shahrish** has an extensive array of public infrastructure projects, along with commercial, residential and industrial buildings. The firm has provided a full range of land survey/geomatics services including engineering services in the planning, design and construction management of infrastructure projects in both the public and private sectors.

In addition to our extensive background of work experience, the Project Team possesses the necessary resources to complete this project successfully and in a timely manner. The LKMA Team has a proven track record on similar projects. LKMA has been providing professional engineering and surveying services to the area for 70 years. The longevity and stability of the LKMA Team will ensure that the Team has the ability and the expertise including the financial stability to undertake this important project.

### **4.1 Client References**

The LKMA Team believes there are several elements relevant to evaluating consultant performance. These include technical excellence, experience on similar projects, responsiveness to client needs under a variety of conditions, and the successful completion of work on time and within budget. We believe our track record is outstanding in these areas and is directly responsible for the success LKMA has enjoyed for 70 years.

References can be found on our Project Information Sheets on the following pages.

### **4.2 Relevant Project Experience**

Surveying and mapping experience for the LKMA Team can be found on the following pages. In addition to property surveys, our topographic survey experience includes the preparation of base mapping for numerous highway design projects on Long Island.





## PROJECT NAME: NYSDOT TERM AGREEMENT FOR SURVEY SERVICES (TASS) / NASSAU & SUFFOLK COUNTIES

CLIENT REFERENCE: LOUIS VISCONTI, PLS  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
631-952-6686



Department of  
Transportation

Open-ended survey agreements involving the following services: GPS surveys, horizontal control, vertical control, topographic survey, hydrographic surveys, utility surveys, drainage surveys, property surveys, right-of-way mapping, photogrammetric control, cross sections, control point monumentation, photogrammetric mapping, reduction of field data and drafting or CADD operations. Sample assignments have included the following (1) Long Island Expressway Exits 58-61 – establishing horizontal and vertical control for construction of ramp modification and installation of noise walls. (2) Route 27A (Bridgehampton to Amagansett) – establishing horizontal and vertical picture control for photogrammetric survey of 18 miles of highway as well as providing baseline control. (3) Bethpage Parkway – target placement, traverse and coordination for aerial mapping. (4) Long Island Expressway Exit 63 Park and Ride Lot – right-of-way acquisition mapping, easement mapping, and right-of-way plan. (5) Route 24, Wantagh Parkway to Bethpage Parkway – property acquisition mapping and right-of-way plan for 40 parcels. (6) Route 112, Route 25 to Route 347 – property line determination for 5.8 miles of roadway.



- VARIOUS SURVEYS
- ROW MAPPING
- PHOTOGRAMMETRIC CONTROL
- PROPERTY LINE DETERMINATIONS

The photo above illustrates aerial photography of the Route 110 project limits. We are pleased to note that we were selected eight consecutive times by the NYSDOT to provide TASS services and provided these services continuously for nearly 20 years.





## PROJECT NAME: SCDPW HIGHWAY "ON CALL" SURVEY AGREEMENT

CLIENT REFERENCE: WILLIAM HILLMAN, P.E.  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4002



Involves horizontal control, vertical control, topographic survey, right-of-way mapping and property acquisition surveys for miscellaneous projects (e.g. drainage improvements, highway improvements, parks/open space acquisitions and dredging). Specific property line surveys include the Szuster Property (68 acres) adjacent to CR 21 in Yaphank, Suffolk Manorville Associates (41 acres) between the Long Island Expressway and the Long Island Rail Road in Manorville, the Kassover Property (25 acres) adjacent to CR 111 in Manorville, multiple small lots (45 acres) in Southampton, Greene's Creek (6 acres) in Sayville, Dwarf Pines Plains (9 acres) and the John P. Cohalan Court Complex (25 acres) on Carleton Avenue in Central Islip. Hydrographic surveys for dredging included Red Creek Pond, Wooley Pond and North Sea Harbor in Southampton, Accabonac Harbor in East Hampton, Little Creek in Southold and Home Creek in Brookhaven and the Nissequogue River in Smithtown. Topographic site surveys, included the Suffolk County Minimum Security Prison in Yaphank and the Lustgarten Property in Middle Island. Topographic highway surveys include a complete survey, mapping and cross sectioning of CR 76 Town Line Road from Hoffman Lane to Terry Road.

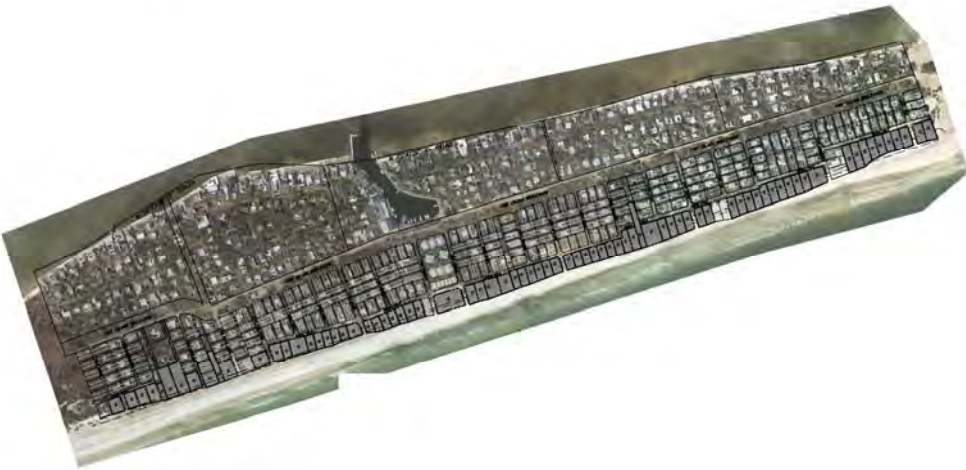


The above photo shows the survey limits of the Nissequogue River dredging project. Work included pre- and post-dredging soundings, stakeout and material determination.



COUNTY OF SUFFOLK  
DEPARTMENT OF ENVIRONMENT AND ENERGY  
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

MAP OF PROPERTY  
OF  
A PORTION OF FIRE ISLAND PINES



GRAPHIC SCALE  
1" = 100 FT  
1 inch = 800 ft.

L. K. McLEAN ASSOCIATES, P.C.  
CONSULTING ENGINEERS & LAND SURVEYORS  
435 SOUTH CLAYTON ROAD  
ROCKAWAY, NEW YORK 11766  
SHEET 1 OF 1







TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

**PROJECT NAME: FRANCIS S. GABRESKI AIRPORT BOUNDARY SURVEY  
(FORMERLY WESTHAMPTON AIR FORCE BASE)**

CLIENT REFERENCE: WILLIAM HILLMAN, P.E.  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4011



Phase 1 involved the performance of a Second Order Class II boundary survey and mapping of the entire airport property (approximately 1350 acres). GPS was used to confirm and establish metes, bounds, and the location of all existing monuments and any roads, taxiways, runways, buildings and other topographic features within 30 feet of each side of the survey and boundary line. Phase 2 involved the setting of monuments at selected property corners after the survey was reviewed and approved by Suffolk County Department of Public Works.



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

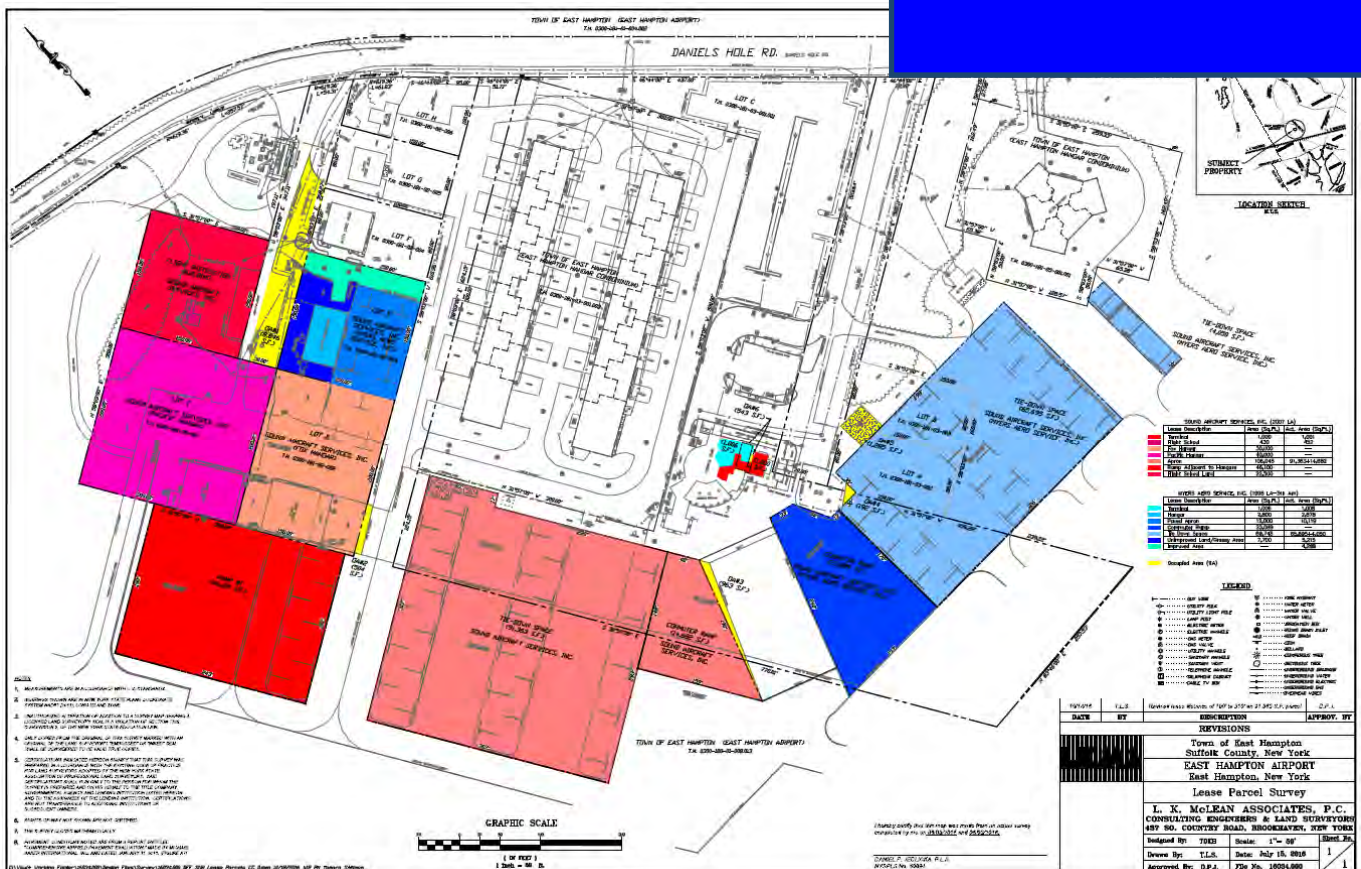
25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)



LKMA provided lease boundary survey along with full topographic mapping of the lease parcels.

- SURVEY & STAKEOUT SERVICES
- TERPS ANALYSIS REPORT
- LEASE BOUNDARY SURVEY



Lease Parcel Survey





## PROJECT NAME: SUNY STONY BROOK GYRODYNE PROPERTY ACQUISITION

CLIENT REFERENCE: JOHN FOGARTY, DIRECTOR OF CAPITAL PLANNING  
STONY BROOK UNIVERSITY  
631-632-3077



Boundary survey and mapping for acquisition of 246 acre site to be added to SUNY, Stony Brook University campus. Mapping included existing planimetric features and all mapping conformed to current NYSDOT right-of-way mapping requirements. Project also included monumentation of all courses and topographical survey, mapping and Digital Terrain Modeling (DTM) of the entire parcel. Two pairs of permanent control monuments were also set using static GPS survey technology.



Aerial photo indicating boundary survey and mapping of the Gyrodyne Parcel.



## PROJECT NAME: FARMINGDALE STATE COLLEGE CONSTRUCTION STAKE-OUT SURVEYS

CLIENT REFERENCE: JOHN FISCHETTI, PROJECT MANAGER  
J. KOKOLAKIS CONTRACTING, INC.  
1500 OCEAN AVENUE  
BOHEMIA, NY. 11716  
631-744-6147

LKMA Surveyors provided the construction contractor with field stake-out surveys for the College's solar farm, and for the Student Union Building.

- FIELD STAKE-OUT SURVEYS



LKMA provided the construction stake-out surveys for the College's Solar Farm (pictured above) and for the Student Union Building.

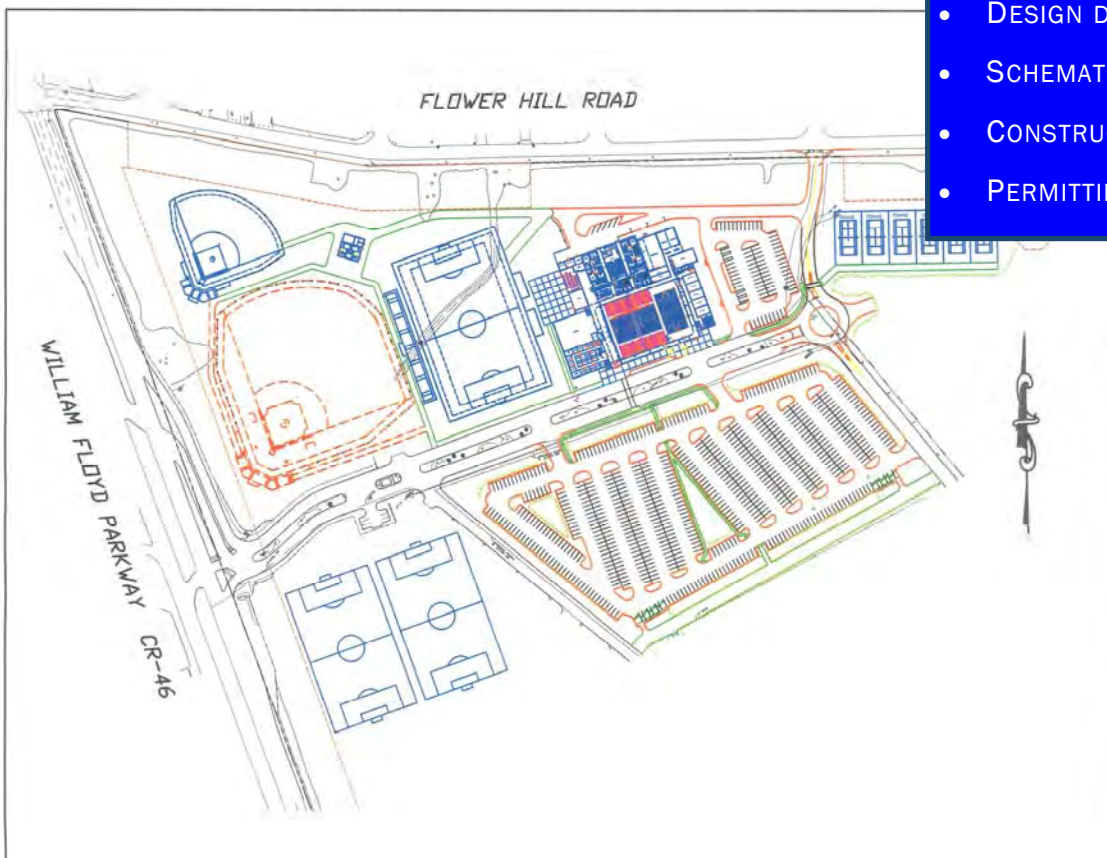


## PROJECT NAME: DOWLING COLLEGE – BROOKHAVEN CENTER CAMPUS STUDENT ATHLETIC CENTER

CLIENT REFERENCE: TOM DOWNS, DIRECTOR OF FACILITIES SERVICES  
DOWLING COLLEGE – BROOKHAVEN CENTER  
631-244-3025

Provided site/civil engineering services relative to the development of a 15-acre student athletic center at the existing college campus. The design included a phasing plan for the ultimate construction of a student activity center building, baseball and softball fields with bleachers, a soccer/lacrosse field with bleachers, tennis courts, restrooms, and concession and storage facilities. Practice fields, parking facilities, courtyards and plazas were also required. Professional services provided included schematic layouts, design development, construction documents and necessary submissions for permitting.

- SURVEY & MAPPING
- DESIGN DEVELOPMENT
- SCHEMATIC LAYOUTS
- CONSTRUCTION DOCUMENTS
- PERMITTING



Overview of proposed facilities.





**PROJECT NAME: NYSDOT TERM AGREEMENT FOR STORMWATER  
MANAGEMENT/WATER QUALITY SERVICES  
REGIONS 8, 10 & 11 (D031330)**



**Department of  
Transportation**

CLIENT REFERENCE:      STEPHANIE LEWISON  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
845-431-5823

Term Agreement contract for Stormwater Management and Water Quality Services providing for stormwater management assessment and design, water quality assessment/evaluation, erosion and sediment control design and inspection, drainage system mapping and inspection, and watershed mapping within/adjacent to project areas, and other similar tasks during the planning, design, construction, maintenance and operations of transportation facilities. Assignments under this contract pertained to: (1) inspection and GIS recording of approximately 5000 outfalls in 4 different counties for the presence of illicit discharges; (2) continued investigation and sampling for Coliform bacteria assessment in 'dry-weather flow' culvert discharges into Northport Harbor and groundwaters, Suffolk County; (3) investigation and sampling of surface water runoff and outfall discharge into Georgica Pond for water quality parameters and Coliform bacteria, Suffolk County.



Drainage Outfall Inspection

- SURVEY & MAPPING
- DRAINAGE OUTFALL INSPECTIONS FOR IL-  
LICIT DISCHARGES
- WATER QUALITY INVESTIGATIONS AND  
SAMPLING
- 2015–2018, \$450K



Georgica Pond Study



**PROJECT NAME: NYSDOT ADA COMPLIANCE OT2381,  
NASSAU AND SUFFOLK COUNTIES**

CLIENT REFERENCE: KEN MURPHY, PE  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
631-952-6654



**Department of  
Transportation**

Final design services (Phases V and VI) of an ADA Compliance Project in accordance with the proposed work identified in the approved IPP/FDR. The consultant is responsible for preparing multiple Plans, Specifications and Estimate packages. Work under this agreement consists of installing and/or upgrading sidewalk curb ramps to meet current ADA (Americans with Disabilities Act) requirements and Department Standards at various locations in Nassau and Suffolk Counties. The scope of work also includes identifying and designing locations, within given project limits, where there are gaps in sidewalks and/or existing sidewalks that do not meet current Standards. LKMA is providing Survey and Mapping for this project.

- SURVEY & MAPPING
- ADA COMPLIANCE
- SIDEWALK CURB RAMPS
- 2019 COMPLETION

**Proposed Accessibility Guidelines  
for Pedestrian Facilities  
in the Public Right-of-Way**

July 26, 2011

**UNITED STATES ACCESS BOARD**  
A FEDERAL AGENCY COMMITTED TO ACCESSIBLE DESIGN



## PROJECT NAME: CEDAR SWAMP ROAD REHABILITATION, CITY OF GLEN COVE



CLIENT REFERENCE: KEN ARNOLD  
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
516-571-6994

LKMA completed design plans, and provided construction inspection services, for the rehabilitation of 0.8 miles of Cedar Swamp Road/Glen Street in the City of Glen Cove. The project was funded under the American Recovery and Reinvestment Act (ARRA) of 2009, and was progressed under an accelerated time schedule, in order to utilize Phase I of these Economic Stimulus funds. In addition to resurfacing the existing pavement, the streetscape was improved significantly by installing decorative street lighting, and utilizing contrasting color in the proposed median area, for both new raised islands and a flush two-way left turn lane. Impacts to existing trees were mitigated by the planting of new species along the roadway, following input from affected property owners. The existing traffic signals were reconstructed, and pedestrian safety was enhanced by providing new crosswalks and "countdown" pedestrian signals.



- SURVEY & MAPPING
- DESIGN PLANS
- CONSTRUCTION INSPECTION
- ARRA
- DECORATIVE STREET LIGHTING
- RECONSTRUCTED TRAFFIC SIGNALS
- IMPROVEMENTS FOR PEDESTRIAN SAFETY

Photo of completed construction.





## PROJECT NAME: LIDO BOULEVARD TRAFFIC CALMING AND REHABILITATION PROJECT, PHASE I



CLIENT REFERENCE: JEFF LINDGREN  
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
516-571-6998

Provided topographic survey and developed plans to calm traffic and rehabilitate a one-mile long section of Lido Boulevard, an important arterial roadway connecting the City of Long Beach with the Loop Parkway and Jones Beach. Motorists consistently exceed the posted speed limit of 30 MPH on this six-lane roadway. Since schools, beaches, recreational facilities and residences are located on Lido Boulevard, there is significant pedestrian and bicycle activity, particularly in the summer season. LKMA assessed appropriate traffic calming measures, reviewed them with the County and the public, and developed final plans to implement them. The plans included construction of a median island, roadway resurfacing, contrasting crosswalks, and installation/modernization of traffic signals.

- SURVEY & MAPPING
- TRAFFIC CALMING
- MEDIAN ISLANDS
- TRAFFIC SIGNAL INSTALLATION
- 2007 COMPLETION
- \$ 3 MILLION



Photo of completed construction



**PROJECT NAME: NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
GRANT PARK RECREATIONAL FACILITY—DESIGN/  
PERMITTING**



CLIENT REFERENCE: BRIAN SCHNEIDER  
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
516-571-9611

LKMA services included survey, permitting, design and bid document preparation. This \$2.5M rehabilitation project provides the local community with three (3) new synthetic turf baseball fields, dug outs, batting cages, a comfort station tied into the existing sanitary sewer system, an adult exercise equipment area, a child playground area, a shade shelter, walking paths and landscaping.

The project was publicly bid during the spring of 2011 with the two lowest sealed bids within 1% of the Engineer's estimate.

- SURVEY, PERMITTING, DESIGN
- SYNTHETIC TURF FIELDS
- COMFORT STATION
- LANDSCAPING
- \$2,5 MILLION





## PROJECT NAME: LONG ISLAND MACARTHUR AIRPORT— CONCOURSE IMPROVEMENT PROJECT

CLIENT REFERENCE: ROB SCHNEIDER  
LONG ISLAND MACARTHUR AIRPORT / AVIATION DEPARTMENT  
631-467-3300



This project included topographic survey and design of all airport site work associated with an 80,000 SF expansion and reconstruction of the East Concourse of Long Island Mac Arthur Airport's passenger terminal. Design work on the air field portion of the project was performed in accordance with Federal Aviation Administration standards. Components consisted of a 240,000 sf aircraft apron area, a drainage system to accommodate runoff from the apron as well as a substantial portion of the existing runways and taxiways, and apron/taxiway lighting. Outside of the airport operations area, site work included a sanitary system for the expanded building; relocation of utilities; new parking areas for 2,500 vehicles and access roads, including lighting, pavement markings and drainage. Work was staged to minimize impacts on aircraft, vehicular and pedestrian traffic. The project was completed under an accelerated time schedule.

- TOPOGRAPHIC SURVEY & DESIGN
- PARKING & ROADWAY DESIGN
- AIRCRAFT APRON
- DRAINAGE SYSTEMS
- TAXIWAY LIGHTING
- SANITARY SYSTEM
- ACCELERATED TIME SCHEDULE



The aerial photo shows the proposed improvements that were implemented as part of a \$10,000,000 design build "fast track" project.

## PROJECT NAME: SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS TIMBER POINT GOLF COURSE, ISLIP



CLIENT REFERENCE: WILLIAM HILLMAN, PE  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4002

Survey and mapping services for complete topographic CADD mapping of 240 acre golf course. Site included three nine hole golf courses, clubhouse, Suffolk Co. Police Marine Headquarters, boat marina, maintenance buildings, tennis courts, parking lots, roadway system, wetland areas and shorelines with bulkheading. Survey included soundings (depth of up to 25 feet) on a 25' square grid and water surface elevations at 12 individual ponds on property. Shoreline mean high water and low water lines adjacent to Great South Bay and Connetquot River were also determined. Mapping was accomplished using photogrammetric mapping supplemented with electronic field leveling to achieve the required accuracy. Mapping was provided in AUTOCAD format for use in the design of improvements to eliminate flooding on Golf Course.



- TOPOGRAPHIC SURVEY
- WATER LINE DETERMINATIONS
- PHOTOGRAMMETRIC MAPPING
- HORIZONTAL/VERTICAL CONTROL

This aerial photograph shows the area to be mapped and the horizontal and vertical control points necessary to achieve the required accuracy.





## PROJECT NAME: COUNTY ROAD 16 RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, P.E., CHIEF ENGINEER  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4002



LKMA provided surveying and mapping services for the 2.8-mile reconstruction of Portion Road/ County Road 16 in Lake Ronkonkoma, Holbrook and Farmingville. These services included the preparation of maps and deed descriptions for the acquisition of private properties required to widen the roadway. LKMA also provided construction inspection services for the 18 new traffic signal installations on Portion Road.



- SURVEYING
- MAPPING
- CONSTRUCTION INSPECTION
- TRAFFIC SIGNALS

View of the completed reconstruction.





## PROJECT NAME: COUNTY ROAD 19 RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, P.E., CHIEF ENGINEER  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4002



Preliminary and final design, survey and mapping, for the reconstruction of Suffolk County Road 19 between Waverly Avenue and Main Street in Patchogue. The roadway was narrowed and shifted away from the Patchogue River to calm traffic and create a landscaped park area adjacent to the river. A roundabout was designed at the Lake Street intersection. The project included extensive traffic capacity analysis, as well as reconstruction of the traffic signals at Main Street and the access to the new Blue Point Brewery and YMCA facilities.

- PRELIMINARY & FINAL DESIGN
- SURVEY & MAPPING
- TRAFFIC ENGINEERING
- TRAFFIC CALMING
- STORMWATER MITIGATION
- CREATION OF LANDSCAPED PARK AREA ADJACENT TO PATCHOGUE RIVER
- \$5M (EST) COMPLETION
- 2019 COMPLETION



Conceptual Design Plan of proposed project improvements. Final Design was completed in March 2019.



## PROJECT NAME: COUNTY ROAD 46 DRAINAGE AND PEDESTRIAN IMPROVEMENTS

CLIENT REFERENCE: WILLIAM HILLMAN, PE, CHIEF ENGINEER  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4011



LKMA provided survey and design services to enhance pedestrian safety and improve highway drainage conditions on CR 46, William Floyd Parkway from Coraci Boulevard to the Smith Point Bridge (approximately 2.25 miles). Pedestrian safety improvements included new and reconstructed sidewalks meeting current ADA accessibility criteria, in accordance with PROWAG (Public Rights-of-Way Accessibility Guidelines) and traffic signal improvements. The LKMA design team developed a computer drainage model of the existing and proposed drainage systems using Autodesk Storm and Sanitary Analysis Software. This software is a complete dynamic flow routing model that enabled LKMA to determine the feasibility of replacing the existing open channel grass swale parkway median with a closed stormwater infiltration / conveyance system.



- SURVEY & MAPPING
- PEDESTRIAN SAFETY
- HIGHWAY DRAINAGE IMPROVEMENTS
- RECONSTRUCTED SIDEWALKS
- ADA ACCESSIBILITY
- PROWAG
- TRAFFIC SIGNAL IMPROVEMENTS
- SANITARY ANALYSIS SOFTWARE

A conceptual photo-simulation showing the redesigned median and an aesthetically-pleasing landscaped berm to accommodate stormwater runoff.



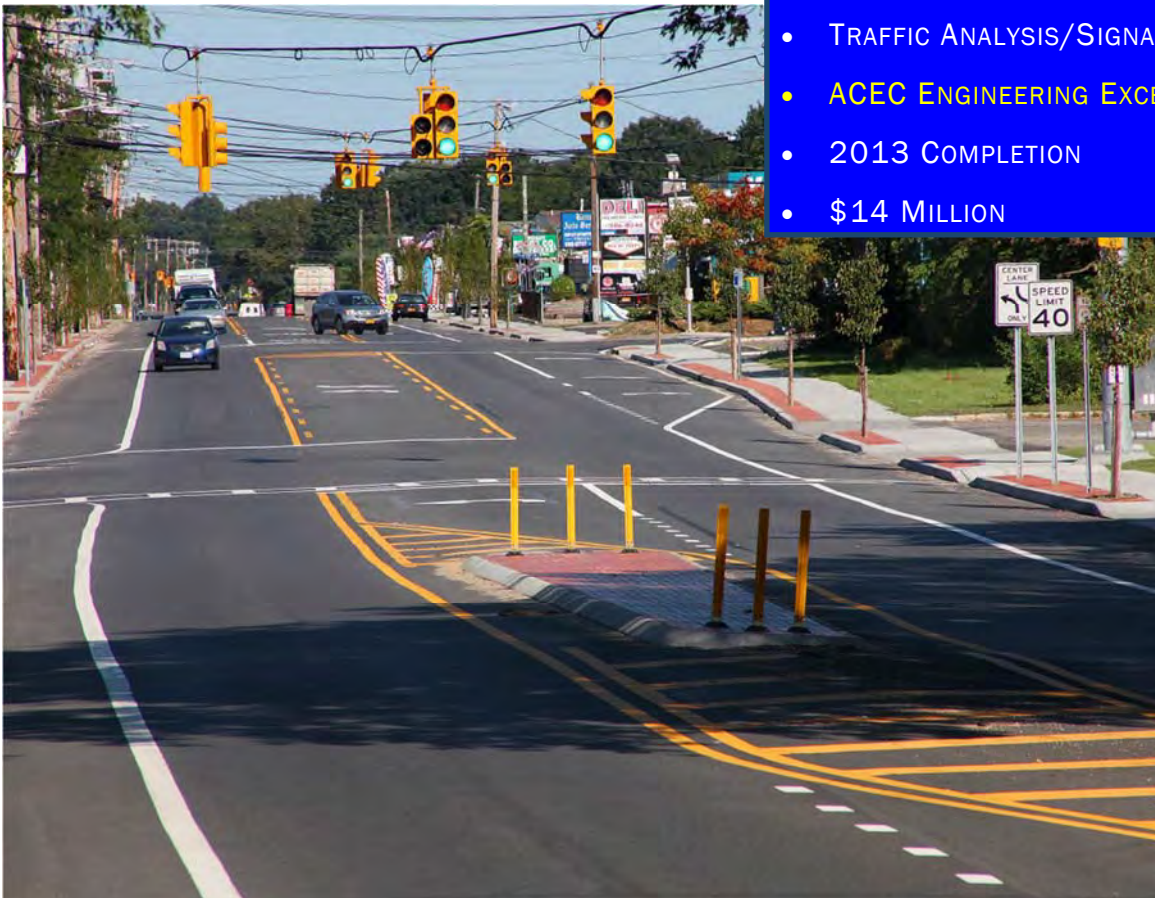
## PROJECT NAME: CR 57, BAY SHORE ROAD RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, PE, CHIEF ENGINEER  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4002



Project involved the design of widening and reconstruction of 3.1 miles of an arterial highway from a two-lane facility to multi-lane facility at key intersections, including a continuous median left turn lane throughout the project, with shoulders and the full spectrum of NYSDOT Highway design services. Project included development of scoping alternatives, preparation of Expanded Project Proposal (EPP) and design services (Phases I-VI) including survey and mapping, environmental assessments, traffic analysis, traffic signal and interconnection design, pavement evaluation, and highway and drainage system design. The project won an Engineering Excellence Award from the American Council of Engineering Companies.

- ROADWAY WIDENING
- EPP
- SURVEY & MAPPING
- TRAFFIC ANALYSIS/SIGNAL DESIGN
- **ACEC ENGINEERING EXCELLENCE AWARD**
- 2013 COMPLETION
- \$14 MILLION



Completed construction.



## PROJECT NAME: HALESITE MARINA IMPROVEMENTS

CLIENT REFERENCE: ED PARRISH, PE  
TOWN OF HUNTINGTON  
516-903-2648



Provided survey, engineering and permitting services relative to the replacement of 410 linear feet of timber bulkhead with a new proposed epoxy coated steel bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Topographic survey, permitting, bulkhead structural analysis and site design were all performed by LKMA staff. Project included bulkhead replacement, parking lot restoration, utility restoration to marina, architectural lighting, and stormwater quality improvements. Green infrastructure in the form of porous pavers was implemented to capture and infiltrate the stormwater runoff from the parking lot prior.



- SURVEY & MAPPING
- STEEL BULKHEAD
- PERMITTING (NYSDEC, USACOE, NYSDOS)
- POROUS PAVERS (WATER QUALITY TREATMENT)
- 2016 COMPLETION
- \$2.5 MILLION





## PROJECT NAME: RED CREEK ROAD REALIGNMENT

CLIENT REFERENCE: ALEX GREGOR, SUPT. OF HWYS.  
TOWN OF SOUTHAMPTON  
631-728-3600



The purpose of this \$310,000 construction project was to mitigate unsafe roadway conditions and fix a dangerous combination of deficient roadway curvature and limited sight distance. Over the years there were a number of fatal accidents in the studied area of Red Creek Road. Based on field observations and analysis of the area L.K. McLean Associates modified the roadway alignment and designed a new super elevated horizontal curve with a 500' radius. Professional engineering services included survey, public bid documents and construction monitoring. The project was completed ahead of schedule and under budget.

- ROADWAY MITIGATIONS
- SURVEY
- CONSTRUCTION MONITORING
- \$310,000



The photo shows the completed new horizontal curve at Red Creek Road

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. (87)  
President and Chief Executive Officer

Robert A. Steele, P.E. (9)  
Executive Vice-President and Secretary/Treasurer

#### **Shareholders:**

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.  
James L. DeKoning, P.E.

#### **Board of Directors:**

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Executive Vice-President and Secretary/Treasurer  
James L. DeKoning, P.E., Vice-President  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### **Counsel:**

L'Abbate, Balken, Colavita & Contini, LLP  
1001 Franklin Avenue  
Garden City, NY 11530

**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

**LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2021 TO 12/31/2023.



**CERTIFICATE NUMBER  
0017930**

  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

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

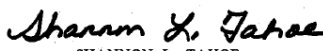
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

**LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
08/01/2020 TO 07/31/2023.



**CERTIFICATE NUMBER  
0017406**

  
SHANNON L. TAHOE  
INTERIM COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Louis K McLean Associates Engineers & Surveyors, PC

Address: 437 South Country Road

City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719

Country: US

2. Entity's Vendor Identification Number: 112667189

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

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

1 File(s) uploaded Vendor Disclosure Statement Information.doc

*No principals have been attached to this form.*

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

If none, explain.

see attached

1 File(s) uploaded Vendor Disclosure Statement Information.doc

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

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

none

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

none

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



none

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

none

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

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

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RSTEELE@LKMA.COM]

Dated: 02/25/2021 09:51:20 AM

Title: President/CEO

**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.

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. (87)  
President and Chief Executive Officer

Robert A. Steele, P.E. (9)  
Executive Vice-President and Secretary/Treasurer

#### **Shareholders:**

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.  
James L. DeKoning, P.E.

#### **Board of Directors:**

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Executive Vice-President and Secretary/Treasurer  
James L. DeKoning, P.E., Vice-President  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### **Counsel:**

L'Abbate, Balken, Colavita & Contini, LLP  
1001 Franklin Avenue  
Garden City, NY 11530



LOUIKMC-01

AMOSCA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

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

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

|   |   |              |
|---|---|--------------|
| <b>PRODUCER</b><br><b>UNFCU Financial Services, LLC dba Industrial Coverage</b><br><b>62 South Ocean Avenue</b><br><b>Patchogue, NY 11772</b>               | <b>CONTACT NAME:</b> Lori Rasmuson<br><b>PHONE (A/C, No, Ext):</b> (631) 736-7500 119<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> lrasmuson@industrialcoverage.com |              |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |              |
| <b>INSURED</b><br><br><b>Louis K. McLean Associates Engineers &amp; Surveyors P.C.</b><br><b>437 South Country Road</b><br><b>Brookhaven, NY 11719-9773</b> | <b>INSURER A :</b> Transportation Ins Co  | <b>20494</b> |
|   | <b>INSURER B :</b> Continental Casualty Company   | <b>20443</b> |
|   | <b>INSURER C :</b> Continental Ins Co   | <b>35289</b> |
|   | <b>INSURER D :</b> Hartford Life and Accident Ins Co  | <b>70815</b> |
|   | <b>INSURER E :</b>  |              |
| <b>INSURER F :</b>  |   |              |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X          | X        | 1034621966    | 5/1/2020                | 5/1/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   | X          | X        | 1081599422    | 5/1/2020                | 5/1/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   | X          | X        | 1034621997    | 5/1/2020                | 5/1/2021                | EACH OCCURRENCE \$ 8,000,000<br>AGGREGATE \$ 8,000,000  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br>N | N / A    | 202416544     | 5/1/2020                | 5/1/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                       |
| D        | NY DBL / PFL   |            |          | LN315786      | 1/1/2020                | 1/1/2022                | Statutory Benefits  |

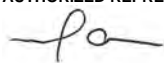
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Description: Bay Park / East Rockaway Drainage Improvements H61001-02CMP01

Certificate holder, New York State, the New York State Housing Trust Fund Corporation are included as additional insureds on a primary, non-contributory basis for General Liability, Auto Liability & Umbrella Liability if required by written contract in accordance with the terms and conditions of the policy. Waiver of subrogation in favor of additional insureds for General Liability, Auto Liability, Umbrella Liability & Workers Comp if required by written contract in accordance with the terms and conditions of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| <b>Nassau County</b><br><b>1550 Franklin Avenue</b><br><b>Mineola, NY 11501</b> | 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<br>   |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

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

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

|   |   |
|---|---|
| <b>PRODUCER</b><br>PG Genatt Group LLC<br>3333 NEW HYDE PARK RD<br>SUITE 409<br>NEW HYDE PARK NY 11042              | <b>CONTACT NAME:</b> ALYSON GRAZIOSI<br><b>PHONE (A/C, No, Ext):</b> 516-869-8788<br><b>E-MAIL ADDRESS:</b> agraziosi@crpggrp.com<br><b>FAX (A/C, No):</b> 516-470-0338                                   |
| <b>INSURED</b><br>Louis K. McLean Associates Engineers & Surveyors PC<br>437 S. Country Road<br>Brookhaven NY 11719 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Berkshire Hathaway Specialty Insurance<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 1771397672**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  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N / A    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                      |
| A        | PROFESSIONAL LIABILITY  |           |          | 47EPP30517003 | 5/1/2020                | 5/1/2021                | EACH CLAIM AGGREGATE \$5,000,000<br>\$5,000,000   |

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

Re: Bay Park / East Rockaway Drainage Improvements H61001-02CMP01

**CERTIFICATE HOLDER****CANCELLATION**Nassau County  
1550 Franklin Ave  
Mineola NY 11501

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**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:** October 19, 2020

**SUBJECT:** Selection Committee Recommendation  
Construction Management for Governor's Office of Storm Recovery Projects  
RFP# PW-H61001-02CM

**INTRODUCTION**

The Governor's Office of Storm Recovery Projects are a suite of six (6) independent projects that are made possible by a grant from the Housing Trust Fund Corporation (HTFC) (operating through the Governor's Office of Storm Recovery (GOSR)), which is funded through a Community Development Block Grant – Disaster Recovery (CDBG-DR from the U.S. Department of Housing and Urban Development (HUD)).

On April 1, 2020, the Nassau County Department of Public Works (DPW) issued a Request for Proposals (the "RFP"), the purpose of which was to receive proposals from professional engineering and related consulting firms for construction management and inspection services for the following GOSR projects:

1. Bay Park/East Rockaway Drainage Improvements
2. Five Towns Drainage Improvements: Cedarhurst Pump Station
3. Five Towns Drainage Improvements: Lawrence Pipe Improvements
4. Silver Lake Drainage Improvements
5. Lido Beach/Point Lookout Drainage Improvement
6. Island Park Destination Revitalization and Transit-Oriented Development Pilot Project

The anticipated contract(s) resulting from this solicitation is contemplated to be solely funded by CDBG-DR funds and the contracted firm(s) are responsible for making best efforts to meet the HTFC goal of 30% for Minority and Women Business Enterprises ("M/WBE") participation, fifteen (15%) percent for Minority Business Enterprises ("MBE") participation and fifteen (15%) percent for Women Business Enterprises ("WBE") participation.

Notice of the RFP was published in Newsday, New York State Contract Reporter and was made available on the County's eProcurement webpage on April 1, 2020. The First addendum to the RFP was issued on April 17, 2020 (Addendum No. 1). Due to the **COVID-19** pandemic and required social distancing, conference calls were held for each individual project, allowing potential bidders to ask the designers technical questions, in lieu of viewing the plans in-person. These calls were held on April 22, 2020, and April 23, 2020. The second addendum to the RFP was issued on April 27, 2020 (Addendum No. 2). On April 30, 2020, fourteen (14) proposals were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

1. D&B Engineers and Architects, P.C. (**D&B**)
2. Elite Construction of NY/KSE Engineers, P.C. -Joint Venture (**Elite**)
3. Entech Engineering, P.C. (**Entech**)
4. Hardesty & Hanover Construction Services, LLC (**H&H**)
5. Hill International (**Hill**)
6. Info Tran Engineers, P.C. (**Info Tran**)
7. Jacobs Project Management Co. (**Jacobs**)
8. LiRo Engineers, Inc. (**LiRo**)
9. L.K. McLean Associates, P.C. (**LKMA**)
10. Lockwood, Kessler & Bartlett, Inc. (**LKB**)
11. M&J Engineering P.C. (**M&J**)
12. Mavec Advisors, LLC (**Mavec**)
13. Nelson & Pope Engineers, Architects, Surveyors (**N&P**)
14. Tylin International Engineering & Architecture, P.C. (**Tylin**)



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

S:\SAN\Support Staff\Author\Cuomo, Joseph\PW-H61001-02CM Selection Committee Rec Storm Recovery Projects.jc.doc

**SUBJECT:** Selection Committee Recommendation  
Construction Management for Governor's Office of Storm Recovery Projects  
RFP# PW-H61001-02CM

- Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
- Christopher Paggi, P.E., Assistant Director of Traffic Engineering
- Vivian Toscano, P.E., Civil Engineer III
- Joseph Cuomo, Planner II

**SELECTION COMMITTEE REVIEW PROCESS**

The Committee was provided copies of the technical proposals and score sheet template on May 11, 2020. A conference call was held on June 24, 2020, to discuss and rank the technical proposals. The Committee tabulated the individual scores to establish a combined technical proposal score and ordinal rank (1 representing the highest scoring technical proposal; 14 representing the lowest scoring technical proposal) [see Table 1]. During this meeting, the Committee determined that only firms with a technical score above eighty (80) points would be considered for recommendation of award. This decision resulted in the top six (6) ranked technical firms progressing in the evaluation process. A second conference call was held on July 1, 2020, during this call the Committee proceeded to open and evaluate the cost proposals. In the event that the highest technically ranked firm was not the lowest bidder further analysis was conducted based on the *cost per technical score point*. A summary of the cost proposals is provided in Table 2, and the summary of cost per technical score point is provided in Table 2A.

**Table 1**

| <b>Technical Proposal Ranking Matrix</b> |                               |                               |                               |                               |                              |                                |                       |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------------------|--------------------------------|-----------------------|
| <b>FIRM</b>                              | <b>Committee Member Score</b> | <b>Committee Member Score</b> | <b>Committee Member Score</b> | <b>Committee Member Score</b> | <b>Total Technical Score</b> | <b>Average Technical Score</b> | <b>Technical Rank</b> |
| <b>LKMA</b>                              | 87                            | 81                            | 89                            | 96                            | 353                          | <b>88.25</b>                   | <b>1</b>              |
| <b>LiRo</b>                              | 79                            | 83                            | 82                            | 97                            | 341                          | <b>85.25</b>                   | <b>2</b>              |
| <b>N&amp;P</b>                           | 84                            | 78                            | 81                            | 96                            | 339                          | <b>84.75</b>                   | <b>3</b>              |
| <b>LKB</b>                               | 85                            | 80                            | 84                            | 85                            | 334                          | <b>83.5</b>                    | <b>4</b>              |
| <b>Hill</b>                              | 83                            | 75                            | 83                            | 90                            | 331                          | <b>82.75</b>                   | <b>5</b>              |
| <b>Jacobs</b>                            | 75                            | 67                            | 85                            | 93                            | 320                          | <b>80</b>                      | <b>6</b>              |
| <b>M&amp;J</b>                           | 79                            | 71                            | 81                            | 83                            | 314                          | <b>78.5</b>                    | <b>7</b>              |
| <b>D&amp;B</b>                           | 74                            | 77                            | 74                            | 88                            | 313                          | <b>78.25</b>                   | <b>8</b>              |
| <b>TYLIN</b>                             | 74                            | 54                            | 79                            | 76                            | 283                          | <b>70.25</b>                   | <b>9</b>              |
| <b>H&amp;H</b>                           | 83                            | 67                            | 67                            | 62                            | 279                          | <b>69.75</b>                   | <b>10</b>             |
| <b>Info Tran</b>                         | 73                            | 52                            | 72                            | 80                            | 277                          | <b>69.25</b>                   | <b>11</b>             |
| <b>EnTech</b>                            | 72                            | 60                            | 72                            | 58                            | 262                          | <b>65.5</b>                    | <b>12</b>             |
| <b>Elite</b>                             | 74                            | 52                            | 60                            | 73                            | 259                          | <b>64.75</b>                   | <b>13</b>             |
| <b>MAVEC</b>                             | 65                            | 32                            | 46                            | 44                            | 187                          | <b>46.75</b>                   | <b>14</b>             |

**Table 2**

| <b>Cost Proposals</b>  |              |              |                  |              |              |               |
|--|--------------|--------------|------------------|--------------|--------------|---------------|
| <b>FIRM</b>  | <b>LKMA</b>  | <b>LiRo</b>  | <b>N&amp;P</b>   | <b>LKB</b>   | <b>Hill</b>  | <b>Jacobs</b> |
| <b>Average Score</b>   | <b>88.25</b> | <b>85.25</b> | <b>84.75</b>     | <b>82.5</b>  | <b>82.75</b> | <b>80</b>     |
| <b>Ranking</b>   | <b>1</b>     | <b>2</b>     | <b>3</b>         | <b>4</b>     | <b>5</b>     | <b>6</b>      |
| <b>Project 1. Bay Park East Rockaway Drainage Improvements</b> | \$737,920.00 | \$815,651.20 | <i>precluded</i> | \$752,880.00 | \$892,000.00 | \$781,888.96  |

**SUBJECT:** Selection Committee Recommendation  
Construction Management for Governor's Office of Storm Recovery Projects  
RFP# PW-H61001-02CM

|   |                  |              |                  |              |                |               |
|---|------------------|--------------|------------------|--------------|----------------|---------------|
| <b>Project 2. Five Towns Drainage Improvements: Cedarhurst Pump Station</b>                             | \$725,585.00     | \$640,436.00 | \$720,500.00     | \$739,245.60 | \$833,200.00   | <i>no bid</i> |
| <b>Project 3. Five Towns Drainage Improvements: Lawrence Pipe Improvements</b>                          | <i>precluded</i> | \$963,386.00 | \$1,043,875.00   | \$980,220.00 | \$1,113,000.00 | \$986,764.90  |
| <b>Project 4. Silver Lake Drainage Improvements</b>   | <i>precluded</i> | \$294,147.20 | \$241,250.00     | \$284,600.00 | \$293,100.00   | \$305,005.10  |
| <b>Project 5. Lido Beach Point Lookout Drainage Improvements</b>  | \$256,550.00     | \$227,650.00 | \$241,250.00     | \$299,262.50 | \$293,100.00   | \$305,005.10  |
| <b>Project 6. Island Park Destination Revitalization and Transit Oriented Development Pilot Project</b> | \$279,500.00     | \$259,028.60 | <i>precluded</i> | \$304,971.10 | \$293,100.00   | \$305,005.10  |

(\*) Firms that were involved in the design of these projects were precluded from bidding on the construction management services due to what is considered a conflict of interest.

**Table 2A**

| <b>Cost Proposals - Cost Per Point</b>  |                  |              |                       |
|---|------------------|--------------|-----------------------|
| <b>FIRM</b>   | <b>LKMA</b>      | <b>LiRo</b>  | <b>N&amp;P</b>        |
| <b>Average Score</b>  | <b>88.25</b>     | <b>85.25</b> | <b>84.75</b>          |
| <b>Ranking</b>  | <b>1</b>         | <b>2</b>     | <b>3</b>              |
| <b>Project 2. Five Towns Drainage Improvements: Cedarhurst Pump Station</b>                             | \$8,221.92       | \$7,512.45   | <i>not applicable</i> |
| <b>Project 4. Silver Lake Drainage Improvements</b>   | <i>precluded</i> | \$3,450.41   | \$2,846.61            |
| <b>Project 5. Lido Beach Point Lookout Drainage Improvements</b>  | \$2,907.08       | \$2,670.38   | \$2,846.61            |
| <b>Project 6. Island Park Destination Revitalization and Transit Oriented Development Pilot Project</b> | \$3,167.14       | \$3,038.46   | <b>precluded</b>      |

(\*) Cost evaluation method recommended in the 2004 Nassau County Procurement Policy/Procedure County Wide Policy# CE-01[Section III. Request for Proposals].



**SUBJECT:** Selection Committee Recommendation  
Construction Management for Governor's Office of Storm Recovery Projects  
RFP# PW-H61001-02CM

**Table 3**

| <b>Committee Recommendations</b>  |   |
|---|---|
| <b>Project 1. Bay Park East Rockaway Drainage Improvements</b>  | L.K. McLean Associates, P.C. ( <b>LKMA</b> )                      |
| <b>Project 2. Five Towns Drainage Improvements: Cedarhurst Pump Station</b>                             | LiRo Engineers, Inc. ( <b>LiRo</b> )                              |
| <b>Project 3. Five Towns Drainage Improvements: Lawrence Pipe Improvements</b>                          | LiRo Engineers, Inc. ( <b>LiRo</b> )                              |
| <b>Project 4. Silver Lake Drainage Improvements</b>   | Nelson & Pope Engineers, Architects, Surveyors ( <b>N&amp;P</b> ) |
| <b>Project 5. Lido Beach Point Lookout Drainage Improvements</b>  | LiRo Engineers, Inc. ( <b>LiRo</b> )                              |
| <b>Project 6. Island Park Destination Revitalization and Transit Oriented Development Pilot Project</b> | LiRo Engineers, Inc. ( <b>LiRo</b> )                              |

The Committee has provided a list of firms that have the greatest likelihood of providing construction management and inspection services that will give the best support, knowledge and value to the Department of Public Works [see Table 3]. The selected firms and their proposed sub-contractors demonstrated depth of experience and value that is needed to complete these projects by the funding deadline.

#### **CONSISTENCY WITH COUNTY PROCUREMENT POLICY**

As mentioned above, the Department of Public Works formed a four (4) member Committee made up of the Superintendent of Highway and Drainage Construction, Assistant Director of Traffic Engineering, a civil engineer, and planner. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked technical proposal was identified. After the technical proposals were scored and ranked, the Committee opened and reviewed the cost proposal from the six (6) qualified respondents. The cost proposals were compared in terms of *cost per technical evaluation point*. Cost proposals were then ranked from the lowest to highest *cost per technical evaluation point*. Respondent's cost proposals were found to be within the budget allotted in the New York State CDBG Disaster Recovery Program Funding Applications that correlate with each of the projects listed. The Committee's cost analysis revealed that the firms selected, exhibit the highest technical score, and the lowest *cost per technical evaluation point* of the submitted proposals. Given the superior technical quality of the selected firms, the Committee agreed that the cost proposal is reasonable and will provide the greatest value to the County.

#### **SUMMARY OF ACTIVITIES**

1. April 1, 2020 - RFP published publicly
2. April 17, 2020 – Addendum No. 1 published publicly
3. April 22, 2020 – Public conference call to address questions on
4. April 23, 2020 – Public conference call to address questions on
5. April 27, 2020 – Addendum No. 2 published publicly
6. April 30, 2020 – Proposals due
7. May 11, 2020 – Technical proposals circulated to the selection committee for review
8. June 24, 2020 – Selection committee meets virtually to share scores and technically rank firms
9. July 1, 2020 – Selection committee meets virtually to open cost proposals and conduct a cost analysis and concluded on recommendations

#### **JUSTIFICATION**

The proposed Construction Management for Governor's Office of Storm Recovery Projects was bid out as a competitive RFP following 24 CFR Part 85.36 and the costs are reasonable due to:

1. An estimate of costs was established prior to opening the bids (NYS Application for Funding, April 1, 2020 - RFP Published Publicly).

**SUBJECT:** Selection Committee Recommendation  
Construction Management for Governor's Office of Storm Recovery Projects  
RFP# PW-H61001-02CM

2. The award recommendation is being made to the proposal with the highest technical score and the lowest *cost per technical evaluation point* of the three proposals received.
3. In accordance with the requirements of a competitive bid proposal in 24 CFR part 85.36, the award recommendation is being made to the most responsible firms whose proposals are most advantageous to the program, with price and other factors considered.

**RECOMMENDATION**

Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with the firms outlined below in Table 4.

**Table 4**

| <b>Contract Recommendations</b>   |   |                        |
|---|---|------------------------|
| <b>Project</b>  | <b>Firm</b>   | <b>Contract Amount</b> |
| <b>Project 1. Bay Park East Rockaway Drainage Improvements</b>  | L.K. McLean Associates, P.C.<br><b>(LKMA)</b>                   | \$737,920.00           |
| <b>Project 2. Five Towns Drainage Improvements: Cedarhurst Pump Station</b>                             | LiRo Engineers, Inc. <b>(LiRo)</b>                              | \$640,436.00           |
| <b>Project 3. Five Towns Drainage Improvements: Lawrence Pipe Improvements</b>                          | LiRo Engineers, Inc. <b>(LiRo)</b>                              | \$963,386.00           |
| <b>Project 4. Silver Lake Drainage Improvements</b>   | Nelson & Pope Engineers, Architects, Surveyors <b>(N&amp;P)</b> | \$241,250.00           |
| <b>Project 5. Lido Beach Point Lookout Drainage Improvements</b>  | LiRo Engineers, Inc. <b>(LiRo)</b>                              | \$227,650.00           |
| <b>Project 6. Island Park Destination Revitalization and Transit Oriented Development Pilot Project</b> | LiRo Engineers, Inc. <b>(LiRo)</b>                              | \$259,028.60           |

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

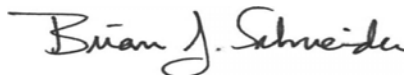


Kenneth G. Arnold  
Commissioner

KGA:SS:jd

c: Sean E. Sallie, AICP, Deputy Commissioner  
Joseph Cuomo, Planner II

APPROVED:

 10/20/2020

Brian J. Schneider  
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider  
Deputy County Executive

Date

## REQUEST TO INITIATE

RTI Number 19-0816

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC  
☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: On-Call Construction Management for GOSR ProjectsDepartment: Public Works Project Manager: Joseph Cuomo Date: 12/3/2019Service Requested: To provide resident engineers, office engineers and inspectors for construction management.Justification: This will supplement county staff, enabling these projects to be completed in an expedited timeframe to meet the requirements of the grant funding for these projects. These are GOSR funded projects.Requested by: Department of Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$2,600,000.00  
Circle appropriate phaseTotal Project Cost: \$20,186,636.20  
Includes, design, construction and CMDate Start Work: 6/1/2019  
Phase being requestedDuration: 24 months  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):  
See Attached Sheet if multi-year ☐NIPS Entered: \_\_\_\_\_  
SIGNATURE DATEAIM Entered: \_\_\_\_\_  
SIGNATURE DATEFunding Code: 000  
use this on all encumbrancesTimesheet Code: \_\_\_\_\_  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation \_\_\_\_\_

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCB/Ops Approval: YES ☒ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

| Vendor   | Quote | Comment | See Attached Sheet <input type="checkbox"/> |
|----------|-------|---------|---|
| 1. _____ | _____ | _____   |   |
| 2. _____ | _____ | _____   |   |
| 3. _____ | _____ | _____   |   |
| 4. _____ | _____ | _____   |   |

DCB/Ops Approval: YES ☐ NO ☐ Signature \_\_\_\_\_



## On-Call Construction Management for GOSR Projects

Nassau County Department of Public Works

October 21, 2019

### Estimate By Project\*

| Project   | CM Estimate        |
|---|--------------------|
| Bay Park/East Rockaway Drainage Improvements  | \$683,000.00 82017 |
| Five Towns Drainage Improvements: Cedarhurst Pump Station                             | \$341,000.00 35131 |
| Five Towns Drainage Improvements: Lawrence Pipe Improvements                          | \$960,000.00 35132 |
| Island Park Destination Revitalization and Transit Oriented Development Pilot Project | \$132,000.00 61129 |
| Lido Beach/Point Lookout Drainage Improvements  | \$209,000.00 60052 |
| Silver Lake Drainage Improvements   | \$240,000.00 82019 |
| Contract Total  | \$2,565,000.00     |

\*Funding for CM is 100% Grant funded with CDBG-DR funds provided by the Governor's Office of Storm Recovery

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

**TO:** Joseph Cuomo, Planner II

**FROM:** Office of the Commissioner

**DATE:** February 28, 2020

**SUBJECT:** CSEA Sub-Contracting Approval  
**C19-141** – On-Call Construction Management GOSR Projects

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-141**.

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

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



Roseann D'Alleva  
Deputy Commissioner

RD:las

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



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

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

**FROM:** Department of Public Works

**DATE:** December 3, 2019

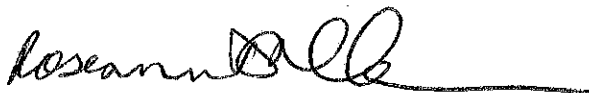
**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
 On-Call Construction Management GOSR Projects

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

Please refer to CSEA subcontracting approval memo C17-076 dated December 7, 2018. As per the above approval memo, the County shall notify CSEA of each aspect of work being done under this Construction Management agreement.

1. DPW plans to recommend a contract/agreement for the following services:  
 To provide inspectors on an "as needed basis" for the various Nassau County drainage projects managed by the Department of Public Works Construction Management Unit. This is a GOSR funded project.
3. An estimate of the cost is: \$2,576,000.00
4. An estimate of the duration is: Thirty-Six (36) Months

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



Roseann D'Alleva  
 Deputy Commissioner

RD:SS:pl

- c: Christopher Nicolino, Director, Office of Labor Relations  
 Sean Sallie, Deputy Commissioner  
 Loretta Dionisio, Assistant to Deputy Commissioner  
 Christopher Yansick, Unit Head, Financial Management Unit  
 Diane Pyne, Unit Head, Humans Resources Unit  
 Jonathan Lesman, Management Analyst II  
 Joseph Cuomo, Planner II  
 CariAnn Palmese, Program Manager



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

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

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

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

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

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

RAYMOND DIBIASE, PE

03/04/21

Name and Title of Authorized Representative

mldlyy



Signature

03/04/21

Date

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, PC

Name of Organization

437 SOUTH COUNTRY ROAD BROOKHAVEN NY 11719

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.
- s. 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.



## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

|                                   |  |   |  |
|-----------------------------------|--|---|--|
| <b>Subrecipient Name:</b>         | NCDPW  | <b>Project Name:</b>                    | Construction Management For Governor's Office of Storm Recovery Projects |
| <b>Offeror's Name:</b>            | LOUIS K MCLEAN ASSOCIATES ENGINEERS & SUREYORS, PC | <b>Federal ID Number:</b>               | 11-2667189   |
| <b>Address:</b>                   | 437 South Country Road                             | <b>Contract Number (if applicable):</b> | PW – H61001-02CM   |
| <b>City State &amp; Zip Code:</b> | BROOKHAVEN, NY 11719                               | <b>Phone:</b>                           | 631-286-8668   |
| <b>Location of Work:</b>          | NASSAU COUNTY, NY                                  |   |  |

| M/WBE Target Goal |            |   |               | Proposed M/WBE Participation |            |   |               |
|-------------------|------------|---|---------------|------------------------------|------------|---|---------------|
| Category          | Percentage |   | Amount        | Category                     | Percentage |   | Amount        |
| <b>MBE:</b>       | 15         | % | \$ 408,420.00 | <b>MBE:</b>                  | 15         | % | \$ 408,420.00 |
| <b>WBE:</b>       | 15         | % | \$ 397,800.00 | <b>WBE:</b>                  | 15         | % | \$ 397,800.00 |
| <b>Totals:</b>    | 30         | % | \$ 806,220.00 | <b>Totals:</b>               | 30         | % | \$ 806,220.00 |

| 1. Certified M/WBE Subcontractors/Suppliers Information: |                             | Classification<br>NYS-ESD<br>Certified<br>(Choose One Only) |     | Federal ID No. : | Detailed Description of Work: | Dollar Value of<br>Subcontractors/<br>Supplies/Services | Intended<br>performance<br>dates on each<br>component of<br>the contract |
|--|-----------------------------|---|-----|------------------|-------------------------------|---|--|
|  |                             | MBE   | WBE |                  |                               |   |  |
| A  | Name: CSM ENGINEERING PC    |   | X   | 11-3489050       | Construction Inspection       | 397,800.00  | 10/2020 to   |
|  | Address: UNIONDALE, NY      |   |     |                  |                               | 12/2022   |  |
|  | Email: RDIBIASE@LKMA.COM    |   |     |                  |                               |   |  |
|  | Phone: 516-378-4887         |   |     |                  |                               |   |  |
| B  | Name: GEDEON ENGINEERING PC | X   |     | 11-3571406       | Construction Inspection       | 408,420.00  | 10/2020 to   |
|  | Address: SYOSSET, NY        |   |     |                  |                               | 12/2022   |  |
|  | Email: RGEDEON@GEDEONGRC.OM |   |     |                  |                               |   |  |
|  | Phone: 516-873-7010         |   |     |                  |                               |   |  |
| C  | Name:                       |   |     |                  |                               |   |  |
|  | Address:                    |   |     |                  |                               |   |  |
|  | Email:                      |   |     |                  |                               |   |  |
|  | Phone:                      |   |     |                  |                               |   |  |
| D  | Name:                       |   |     |                  |                               |   |  |
|  | Address:                    |   |     |                  |                               |   |  |
|  | Email:                      |   |     |                  |                               |   |  |
|  | Phone:                      |   |     |                  |                               |   |  |

| Contractor Use:                       |                        |
|---------------------------------------|------------------------|
| Name of Preparer: RAYMOND DIBIASE, PE |                        |
| Authorized Signature:                 | <i>Raymond DiBiase</i> |
| Date: APRIL 28, 2020                  |                        |
| Email: RDIBIASE@LKMA.COM              |                        |
| Phone: 631-286-8668                   |                        |