



Certified:

E-85-21

Filed with the Clerk of the
Nassau County Legislature
May 21, 2021 2:12pm

NIFS ID:CQPW21000009 Department: Public Works

Capital:

SERVICE: Environmental Facilities-On Call DS S37860-04E

Contract ID #:CQPW21000009

NIFS Entry Date: 26-APR-21

Term: from to

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

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

Vendor Info:	
Name: Camp Dresser McKee & Smith	Vendor ID#: [REDACTED]
Address: 60 Crossways Park W Suite 340 Woodbury, New York 11797	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

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

Routing Slip

Department	NIFS Entry: X	26-APR-21 -- LDIONISIO
Department	NIFS Approval: X	27-APR-21 -- RD'ALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-APR-21 -- CNOLAN
OMB	NIFS Approval: X	28-APR-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	28-APR-21 -- AAMATO

County Atty.	Approval to Form: X	28-APR-21 -- DGRIPPO
CPO	Approval: X	30-APR-21 -- KOHAGEN
DCEC	Approval: X	30-APR-21 -- JCHIARA
Dep. CE	Approval: X	30-APR-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	21-MAY-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an agreement with Camp Dresser McKee & Smith to provide on call design services at the County's environmental facilities.
Method of Procurement: RFP was issued 2/28/20 - 5 proposals were received
Procurement History: An RFP was issued on 02/28/2020 in NYSCR, Newsday & eProcure. On 03/27/2020 five (5) proposals were submitted for consideration. All five firms, including Camp Dresser McKee & Smith, were selected.
Description of General Provisions: The firm will provide professional engineering services for various projects pertaining to the County's environmental facilities. Services include assisting staff with wastewater treatment process difficulties, assist with specialized equipment, design services to correct system deficiencies, evaluating facilities and identifying necessary repairs, prepare technical design reports, conducting start-up services during construction, create schedules and timelines, among many other responsibilities.
Impact on Funding / Price Analysis: The Maximum amount for this contract is \$1,000,000.00 for a term of 48 months, with an option to extend for 24 months . There is no initial encumbrance. MWBE utilization is 21%
Change in Contract from Prior Procurement: None.
Recommendation: (approve as submitted) Recommend approval.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	SSW					
Control:	50	Revenue		1	PWSSW6000DE500	\$ 0.01
Resp:	6000	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.01			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT of PUBLIC WORKS, AND CAMP DRESSER MCKEE & SMITH.

WHEREAS, the County has negotiated a personal services agreement with Camp Dresser McKee & Smith for professional engineering services for various DPW projects, 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 Camp Dresser McKee & Smith.



Nassau County Interim Finance Authority

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

1. **Vendor:** Camp Dresser McKee & Smith

2. **Dollar amount requiring NIFA approval:** \$1000000

Amount to be encumbered: \$.01

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: The term will commence with written NTP from the Department, and conclude four (4) years thereafter, with an additional twenty-four (24) months extension**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

This contract is for On Call design services at the County's Environmental Facilities.

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

28-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

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Camp Dresser McKee & Smith, having its principal office at 60 Crossways Park W Suite 340, Woodbury, New York 11797 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Four (4th) year from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S37860-04X Professional Engineering Services Environmental Facilities On-Call Design, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Dollars, & Zero Cents (\$1,000,000.00) (the "Maximum Amount").

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government

agency authorized to grant copyright registrations. The Firm shall cooperate in this effort and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and the Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

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

(g) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the

County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii)

compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

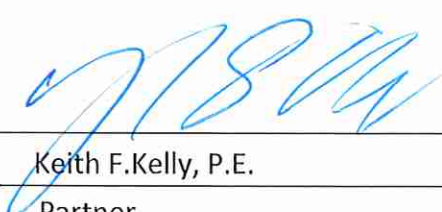
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

Camp Dresser McKee & Smith,

By: 
Name: Keith F. Kelly, P.E.
Title: Partner
Date: November 17, 2020

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

NOTARY PUBLIC

Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2022

COUNTY OF NASSAU)

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided may include, but are not limited to, the following:

1. **Wastewater Treatment Process:** Firms may be requested to assist Department staff with treatment process related difficulties. Given the importance of maintaining treatment at a level consistent with adherence to the plant's State Pollutant Discharge Elimination System (SPDES) permit specialized knowledge and access to such expertise will at times be required. The firm's own employees (as submitted in the RFP) can be used but provisions will be incorporated for use of additional experts.
2. **Code or Compliance Issues:** The complexity of treatment plants (and similar environmental facilities), which encompass a wide variety of work activities and conditions, pose numerous challenges to their employees and management as they are governed by numerous federal, state and local codes, rules and regulations. It is the goal of the Department to ensure adherence to all the applicable rules and regulations. At times it may be necessary to request the services of qualified and recognized experts in certain fields (such as those knowledgeable of Title V air permitting, OSHA regulations, etc.) especially with regard to their implementation in wastewater treatment plants.
3. **Process Control:** The plants are continually being improved and as such new processes and equipment are intermittently being integrated into the plant's operating scheme. The firm might be requested to furnish an individual to assist the plant staff in the start-up of such new processes and/or equipment. The duties will include coordination with all affected parties (the plant, construction, contractors and design engineers). The firm's representative will act as the liaison between the respective parties to ensure a continuity of effort. Included will be the incorporation of any new information into the plant's overall operations and maintenance manual. Any new additions to the manual must follow the exact format as the existing. A representative of the firm may also be requested to provide supplementary training with respect to processes and/or equipment in conjunction with that furnished by the various contractors and/or equipment vendors and suppliers.
4. **Specialized Equipment Knowledge:** Given the complexity of new equipment being integrated into the plant/facility as result of new construction or normal upgrades, specialized knowledge of a particular item might be lacking until such time as Department employees become familiar with the equipment and have accumulated some operational experience. While the requisite knowledge is developing the firm may be requested to furnish a qualified individual to assist the County during this interim period. Such an individual might help instruct and provide insight to County employees so that disruptions might be forestalled and not place adherence to the SPDES Permit in jeopardy.
5. **Design Services:** The Firm may be required to complete design documents (and any related construction period services) so as to correct a process/system deficiency that impacts process, codes, etc. The Firm would be required to provide the names of a design team, their wage rates, resumes, etc., a schedule/cost for completing their services and an estimate of the construction costs. The Firm would be directed to complete such design work in a format suitable to the Department's designated method of contracting the work (public bid, purchase order, requirement's contract work order, etc.). Such documents would require a Professional Engineer's (P.E.) seal and signature.

Division A Services – Condition Assessment

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

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

Preparation of Technical Design Report

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

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

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

Division B Services - Detailed Design

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

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

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

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

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

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

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

Division C - General Inspection Services

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

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

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

Division D- Facility Operation and Maintenance Manual

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

PAYMENT SCHEDULE

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

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly Wage Rate Schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of 2.75, if services are provided a sub-consultant the multiplier will be reduced to 2.75 for Hayduk Engineering Inc., 2.42 for Macan Deve Engineers, DPC & 2.55 for Hirani Engineering and Land Surveying, P.C. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

Work shall generally be performed during weekdays from 7:30 A.M. to 4:00 P.M., however since the facility operates continuously twenty-four (24) hours per day, some work might be performed outside of this time as deemed necessary by the Department.

B. Sub-consultants and Special Sub-consultants

Sub-consultants engaged by the Firm, with the prior written consent of the Commissioner, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the firm unless the Firm has been approved to utilize a sub-consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the sub-consultant and in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement

II. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and 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. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. 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. 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 as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty-Five (\$225) dollars per hour.

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Keith F. Kelly, P.E. (Name)

60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797 (Address)

516-496-8400 (Telephone Number)

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

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

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

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

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

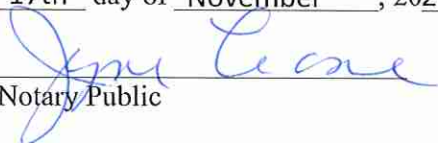
November 17, 2020
Dated


Signature of ~~Chief Executive Officer~~
Partner

Keith F. Kelly, P.E.
Name of ~~Chief Executive Officer~~
Partner

Sworn to before me this

17th day of November, 2020.


Notary Public

JAYNE CICCONE
Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2021

Professional Engineering Services Environmental Facilities On-Call Design

Exhibit C

Name	Title	Project Bill Rate
Korzenko, Christopher A	Client Service Leader / Program Manager	\$222.64
Matteson, Howard S	Project Manager	\$206.88
Douglas Haussel	Process Control	\$142.81
D'Armiento, Basil	O&M-Start-Up Specialist/Mechanical Equipment Specialist	\$147.64
Grissop, Georgine A	Senior O&M-Start-Up Specialist	\$206.47
Maskaly, Jason	O&M-Start-Up Specialist	\$131.41
Smith, Kenneth J	Senior Code Compliance Engineer/Senior Mechanical Equipment Specialist	\$209.25
Kelly, Keith F	Senior Code Compliance Engineer	\$296.29
Rogers, John N	Senior Code Compliance/ Senior Mechanical Equipment Specialist/Senior Process Engineer	\$217.50
McConnell, William C (Bill)	Senior Code Compliance	\$225.00
LaRosa, Joseph C	Senior Electronic Equipment Specialist	\$216.04
Cusac, Mark I	Senior Electronic Equipment Specialist	\$198.85
Nylic, William Joseph	Civil Engineer	\$138.09
Gosse, Robert A	Senior Electrical Equipment Specialist	\$179.49
Halloran, Richard F Jr	Electronic Equipment Specialist	\$134.09
Messmann, Megan R	Senior Mechanical Equipment Specialist/Senior Process Mechanical Engineer	\$178.94
Donaldson, Jeffrey J	Senior Electrical Engineer	\$174.33
Ryan, William J Jr	Senior Electrical Engineer	\$225.00
Del Olmo, Oscar	Project Electrical Engineer	\$116.44
Lick, Matthew J	I&C Engineer	\$139.75
Gonzalez, Marcos A	Project I&C Engineer	\$101.62
Marchant, Ian	Senior Mechanical Engineer	\$171.21
Flaherty, Daniel M	Senior Mechanical Engineer	\$208.78
Braithwaite, Christopher E	Project Mechanical Engineer	\$86.66
Registe, Joshua H	Project Process Engineer	\$97.15
Apa, Vincent L III	Senior Process Engineer	\$208.72
Pathirage, Kapila S	Senior Geotechnical Engineer	\$225.00
Passaro, Meredith L	Geotechnical Engineer	\$134.53
Lyons, Edward J (Ed)	Senior Construction Cost Estimator	\$190.35
Subconsultants		
<i>Hayduk Engineering, LLC</i>		
Andrew Haimes	Senior Sanitary Engineer	\$206.25
Stephen Hayduk	Senior Civil Engineer	\$185.08
Dan Stahl	Civil Engineer	\$125.59
Christopher Butkos	Project Civil Engineer	\$112.39
<i>Macan Deve Engineers, DPC</i>		
Michael Sciarillo	Senior Architect	\$217.80
Scott Aker	Architect	\$127.05
Hye Jin Kim	Project Architect	\$85.91
Joe Lee	Project Architect	\$95.59
<i>Hirani Engineering and Land Surveying, P.C.</i>		
Gina Schoregge	Senior Structural Engineer	\$186.69
Thomas Wendel	Structural Engineer	\$159.37
Muhammed Latif	Structural Engineer	\$162.89

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, Keith F. Kelly 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: Camp Dresser McKee & Smith

Vendor's Address: 60 Crossways Park Drive West, Suite 340 Woodbury NY US 11797

Vendor's EIN or TIN: 04-2473650

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
05/18/2021 10:18:13 AM

Lobbyist Registration and Disclosure Form:
05/14/2021 03:40:31 PM

Business History Form certified:
03/23/2021 02:21:38 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
03/18/2021 06:28:52 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Barry Giorgi [GIORGIBL@CDMSMITH.COM]	03/18/2021 06:09:16 PM
Thomas Schoettle [SCHOETTLET@CDMSMITH.COM]	03/18/2021 06:33:02 PM
Ernest Ashley [ASHLEYEC@CDMSMITH.COM]	03/18/2021 01:52:11 PM
Keith F. Kelly [KELLYKF@CDMSMITH.COM]	03/18/2021 06:24:57 PM

I, Keith F. Kelly 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."

Keith F. Kelly KELLYKF@CDMSMITH.COM

Name

Partner

Title

Camp Dresser McKee & Smith

Name of Submitting Entity

05/18/2021 10:57:24 AM

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?

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:
Keith F. Kelly [KELLYKF@CDMSMITH.COM]

Dated: 05/18/2021 10:18:13 AM

Vendor: Camp Dresser McKee & Smith

Title: Partner



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:
Keith Kelly [KELLYKF@CDMSMITH.COM]

Dated: 05/14/2021 03:40:31 PM

Vendor: Camp Dresser McKee & Smith

Title: Partner

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: Ernest Ashley
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US
- Business Address: 75 State Street
City: Boston State/Province/Territory: MA Zip/Postal Code: 02109
Country: US
Telephone: 617-452-6000
- Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country: US
Telephone:

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/17/2019</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

1/4 ownership of the partnership.

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, Ernest Ashley , 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, Ernest Ashley , 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.

Camp Dresser McKee & Smith

Name of submitting business

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

Ernest Ashley [ASHLEYEC@CDMSMITH.COM]

Partner

Title

11/30/2020 05:26:54 PM

Date



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

*Subject: Response to Nassau County Legal Review of Camp Dresser McKee & Smith
Vendor Portal Disclosure Forms*

This memorandum is being provided in response to questions issued as part of Nassau County's legal review of Camp Dresser McKee & Smith's Business History, Principal Questionnaire, and Consultant's, Contractor's and Vendor Disclosure Forms. These forms have been submitted through the County's Vendor Portal System, and this response memo is appended to those submissions for record purposes.

Question 1: For Camp Dresser McKee & Smith address on BH form is not the same as the address in NYC PASSport, please explain or correct.

Response: *The address provided in the BH form is our local office address in Nassau County and is the primary place of business for work being executed for the County. The address provided in the NYC Passport system, which is requested to be the primary place of business (in the NYC Metro Area) is listed as our office at 14 Wall Street, NY, NY since this is the primary office for work being performed in NYC. In the NYC Passport system, we also provided the 15050 Collections System Drive, Chicago, IL address, which is our remittance address for payments. We recently submitted a 700W9 form to the Nassau County comptroller requesting that the County also use the 15050 Collections System Drive address as our remittance address, in lieu of our local office address in Woodbury.*

Question 2. For Camp, Dresser, McKee & Smith: What is its legal relationship to CDM Smith? Compare answer to Question 9 on BH form to question 6 on CCV form. Is CDM Smith participating in contract work? If not, why is CCV form provided for this firm? if it is participating, CCV form needs to be signed by a Principal. Thomas Schoettle, Barry Giorgi, and Keith Kelly provide different answers to question 5 on the County PQ form as compared to the same question on their NYC PASSport submission - please review and explain or correct.

Response: *Camp Dresser McKee & Smith is a NY partnership with no affiliates per the definition of "Affiliate" in Countywide Procurement Policy #CE-01. In both 2017 and 2018, when previously completing these forms we had discussions with Nassau County Legal (Attorney Houdek) about our response to question 6 of Camp Dresser McKee & Smith's CCV Disclosure Form, where we disclosed that all of the Entity's partners are officers of CDM Smith Inc. Subsequently, we determined that the PQs*

File

March 18, 2021

Page 2

should not show the partners as "officers" of CDM Smith Inc. and just show their titles. Although CDM Smith Inc. is not an "affiliate" of the partnership, in the absence of a definition of a "related" company in the Nassau registration system, and in the interest of transparency, we felt it appropriate to disclose that all of the partners are titled employees of CDM Smith Inc. and provide a separate disclosure form. In addition, CDM Smith Inc. employees may provide services to Camp Dresser McKee & Smith in the performance of this contract. In the PASSPort system, the term "Related Entities" is defined. Therefore our responses in PASSPort are based on that definition, which is why the responses are different.

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: Barry Giorgi
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 75 State Street, Suite 701
City: Boston State/Province/Territory: MA Zip/Postal Code: 02109
Country: US
Telephone: 617-452-6000

Other present address(es):
City: State/Province/Territory: NY Zip/Postal Code:
Country: US
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> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u>08/01/2014</u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership

1 File(s) Uploaded: Partner List 2020.pdf

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.

President and 1.3 shareholder, CDM Architects Inc.

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.

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- 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

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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, Barry Giorgi , 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, Barry Giorgi , 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.

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Camp Dresser McKee & Smith

Name of submitting business

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

Barry Giorgi [GIORGIBL@CDMSMITH.COM]

Partner

Title

11/26/2020 11:44:20 AM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

*Subject: Response to Nassau County Legal Review of Camp Dresser McKee & Smith
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Response: *Camp Dresser McKee & Smith is a NY partnership with no affiliates per the definition of "Affiliate" in Countywide Procurement Policy #CE-01. In both 2017 and 2018, when previously completing these forms we had discussions with Nassau County Legal (Attorney Houdek) about our response to question 6 of Camp Dresser McKee & Smith's CCV Disclosure Form, where we disclosed that all of the Entity's partners are officers of CDM Smith Inc. Subsequently, we determined that the PQs*

File

March 18, 2021

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1. Principal Name: Keith F. Kelly
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 60 Crossways Park Drive West, Suite 340
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 516-496-8400

Other present address(es):
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>10/23/2003</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership

1 File(s) Uploaded: Partner List 2020.pdf

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?

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a. Is there any felony charge pending against you?

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

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I, Keith Kelly , 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, Keith Kelly , 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.

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Camp Dresser McKee & Smith

Name of submitting business

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

Keith Kelly [KELLYKF@CDMSMITH.COM]

Partner

Title

12/07/2020 03:12:18 PM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]



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PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Thomas Schoettle
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US
- Business Address: 14 Wall Street, Suite 1702
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: 212-377-4397
- Other present address(es):
City: State/Province/Territory: NY Zip/Postal Code:
Country: US
Telephone:

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2012</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership.

1 File(s) Uploaded: Partner List 2020.pdf

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.

Mr.Schoettle is the CEO/President of CDM Smith NY Inc. formerly known as Dames & Moore Group (NY) Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Thomas Schoettle , 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.

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Camp Dresser McKee & Smith

Name of submitting business

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

Thomas Schoettle [SCHOETTLET@CDMSMITH.COM]

Partner

Title

11/30/2020 03:16:50 PM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

*Subject: Response to Nassau County Legal Review of Camp Dresser McKee & Smith
Vendor Portal Disclosure Forms*

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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: 11/04/2020

1) Proposer's Legal Name: Camp Dresser McKee & Smith

2) Address of Place of Business: 60 Crossways Park West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

3) Mailing Address (if different): 60 Crossways park west

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Phone: _____

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

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 04-2473650

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

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

YES ☒ NO ☐ If yes, please provide details:

CDM Smith Inc. and CDM Constructors shares space, equipment and staff at the Woodbury, NY office.

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
- Camp Dresser McKee & Smith (CDM Smith) performs conflict of interest checks on all projects prior to submitting a proposal for that 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;

01/01/1947

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.

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

1 File(s) Uploaded: Partner List 1-8-20.pdf

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

No officers and directors from this company have been attached.

1 File(s) Uploaded: Partner List 1-8-20.pdf

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

0

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Summary of Relevant accomplishments.pdf

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

1 File(s) Uploaded: NY State Professional Engineering Certificate.pdf

B. Indicate number of years in business.

73

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

Notes: Concerning question A(v) related to the number of employees of the partnership. Camp Dresser McKee & Smith shares administrative staff with CDM Smith Inc. All administrative staff are employees of CDM Smith Inc. CDM Smith Inc. also seconds (or "loans") other personnel on an as-needed basis to the partnership, which has no employees of its own. Professional services personnel loaned to Camp Dresser McKee & Smith work under the control, authority and direct supervision of the partners, who are licensed professionals in the State of New York.

Concerning question A(vi) This annual revenue is estimated for only New York state.

1 File(s) Uploaded: Summary of Relevant accomplishments.pdf

- 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	Suez Water		
Contact Person	Alan Weland, PE		
Address	200 Lake Shore Drive		
City	Haworth NJ 07641	State/Province/Territory	NJ
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

Company	Westchester County Department of Environmental Facilities		
Contact Person	Joseph Gibney, PE		
Address	270 North Avenue		
City	New Rochelle	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

Company	Suffolk County Department of Public Works		
Contact Person	Janice McGovern		
Address	335 Yaphank Avenue		
City	yaphank	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

I, Keith Kelly , 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, Keith Kelly , 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.

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Name of submitting business: Camp Dresser McKee & Smith

Electronically signed and certified at the date and time indicated by:
Keith Kelly [KELLYKF@CDMSMITH.COM]

Partner
Title

12/07/2020 03:18:03 PM
Date

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

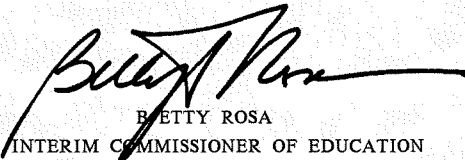
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**CAMP DRESSER MCKEE & SMITH
75 STATE STREET
SUITE 701
BOSTON, MA 02109-0000**

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



**CERTIFICATE NUMBER
0018316**


BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]



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Experience Profile Code Numbers

001 Acoustics; Noise Abatement	045 High-rise; Air-Rights-Type Buildings	092 Rivers; Canals; Waterways; Flood Control
002 Aerial Photogrammetry	046 Highways; Streets; Airfield Paving; Parking Lots	093 Safety Engineering; Accident Studies; OSHA Studies
003 Agricultural Development; Grain Storage; Farm Mechanization	047 Historical Preservation	094 Security Systems; Intruder and Smoke Detection
004 Air Pollution Control	048 Hospital and Medical Facilities	095 Seismic Designs and Studies
005 Airports; Navajds; Airport Lighting; Aircraft Fueling	049 Hotels; Models	096 Sewage Collection; Treatment; Disposal
006 Airports; Terminals and Hangers; Freight Handling	050 Housing Residential; Multi-Family; Apartments; Condominiums.	097 Soils and Geologic Studies; Foundations
007 Arctic Facilities	051 Hydraulics and Pneumatics	098 Solar Energy Utilization
008 Auditoriums and Theatres	052 Industrial Buildings; Manufacturing Plants	099 Solid Wastes; Incineration; Landfill
009 Automation; Controls; Instrumentation	053 Industrial Processes; Quality Control	100 Special Environments; Clean Rooms, etc.
010 Barracks; Dormitories	054 Industrial Waste Treatment	101 Structural Design; Special Structures
011 Bridges	055 Interior Design; Space Planning	102 Surveying; Platting; Mapping; Flood Plain Studies
012 Cemeteries Planning and Relocation.	056 Irrigation; Drainage	103 Swimming Pools
013 Chemical Processing and Storage	057 Judicial and Courtroom Facilities	104 Storm Water Handling and Facilities
014 Churches; Chapels	058 Laboratories; Medical Research Facilities	105 Telephone Systems Rural; Mobile; Intercom, etc..
015 Codes; Standards; Ordinances	059 Landscape Architecture	106 Testing and Inspection Services
016 Cold Storage; Refrigeration; Fast Freeze	060 Libraries; Museums; Galleries	107 Traffic and Transportation Engineering
017 Commercial Building low rise.; Shopping Centers	061 Lighting Interiors; Display; Theatre, etc..	108 Towers Self-Supporting and Guyed Systems.
018 Communications Systems; TV; Microwave	062 Lighting Exterior; Streets; Memorials; Athletic Fields, etc..	109 Tunnels and Subways
019 Computer Facilities; Computer Service	063 Materials Handling Systems; Conveyors; Sorters	110 Urban Renewals; Community Development
020 Conservation and Resource Management	064 Metallurgy	111 Utilities Gas and Steam.
021 Construction Management	065 Microclimatology; Tropical Engineering	112 Value Analysis; Life-Cycle Costing
022 Corrosion Control; Cathodic Protection; Electrolysis	066 Military Design Standards	113 Warehouses and Depots
023 Cost Estimating	067 Mining and Mineralogy	114 Water Resources; Hydrology; Ground Water
024 Dams Concrete; Arch.	068 Missile Facilities Sifos; Fuels; Transport.	115 Water Supply; Treatment and Distribution
025 Dams Earth; Rock.; Dikes; Levees	069 Modular Systems Design; Pre-Fabricated Structures or Components	116 Wind Tunnels; Research/Testing Facilities Design
026 Desalinization Process and Facilities.	070 Naval Architecture; Off-Shore Platforms	117 Zoning; Land Use Studies
027 Dining Halls; Clubs; Restaurants	071 Nuclear Facilities; Nuclear Shielding	220 Engineering Consultations and Reports
028 Ecological and Archeological Investigations	072 Office Buildings; Industrial Parks	221 Environmental Testing
029 Educational Facilities; Classrooms	073 Oceanographic Engineering	235 Management Financial/Institutional.
030 Electronics	074 Ordnance; Munitions; Special Weapons	240 Mine Drainage
031 Elevators; Escalators; People-Movers	075 Petroleum Exploration	243 Municipal Engineer
032 Energy Conservation; New Energy Sources	076 Petroleum and Fuel Storage and Distribution.	249 Procurement
033 Environmental Impact Studies, Assessments, or Statements	077 Pipelines Cross-Country - Liquid and Gas.	255 Toxicology/Pesticide Analysis
034 Fallout Shelters; Blast-Resistant Design	078 Planning Community, Regional, Area wide and State.	256 Training Operations and Maintenance.
035 Field Houses; Gyms; Stadiums	079 Planning Site, Installation, and Project.	258 Wetlands
036 Fire Protection	080 Plumbing and Piping Design	262 Aquatic Biology
037 Fisheries; Fish Ladders	081 Pneumatic Structures; Air-Support Buildings	266 Hazardous Waste Management
038 Forestry and Forest Products	082 Postal Facilities	269 Turnkey Projects
039 Garages; Vehicle Maintenance Facilities; Parking Decks	083 Power Generation; Transmission; Distribution	273 Program Management
040 Gas Systems Propane; Natural, etc..	084 Prison and Correctional Facilities	274 Underground Storage Tanks
041 Graphic Design	085 Product; Machine and Equipment Design	275 Indefinite Delivery Contracts
042 Harbors; Jetties; Piers; Ship Terminal Facilities	086 Radar; Sonar; Radio and Radar Telescope	276 Environmental Protection
043 Heating; Ventilating; Air Conditioning	087 Railroad; Rapid Transit	283 Geographic Information Systems GIS.
044 Health Systems Planning	088 Recreation Facilities Parks; Marinas, etc..	284 Nanofiltration and Membrane Treatment
	089 Rehabilitation Buildings; Structures; Facilities.	285 Geotechnical
	090 Resource Recovery; Recycling	
	091 Radio Frequency Systems and Shieldings	

Profile of Firm's Project Experience

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
005	238	38,890	058	90	15,250	110	10	75,750
009	125	18,760	087	169	62,045	114	509	408,963
021	349	340,439	088	48	12,350	115	2,273	596,957
029	50	22,742	092	120	84,275	258	92	32,025
032	15	3,576	096	1,650	600,750	266	590	592,125
033	314	58,272	100	15	2,525	269	125	165,750
046	453	177,577	104	340	138,758	275	150	375,695
054	125	23,250	107	1,649	59,435	283	125	38,750
056	200	26,250	109	15	110,150	284	35	118,152

Project Examples

Profile Code	P, C, JV, or IE	Project Name and Location	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Owner Name and Address	Cost of Work in thousands	Completion Date Actual or Estimated
021, 023, 033, 092, 096, 220, 269, 285	P	<p>Western Ramapo Advanced Wastewater Treatment Plant Project, Village of Hillburn, Rockland County, NY.</p> <p>CDM Smith was the Engineer of Record providing design services and construction oversight for a 1.5 million gallon per day (mgd) advanced wastewater treatment plant for the Rockland County Sewer District. The WWTP was designed to meeting stringent effluent limits for biochemical oxygen demand, total suspended solids, ammonia, nitrates, and phosphorus, and the advanced wastewater treatment process consisted of an influent pumping station; headworks with screenings and grit removal; continuous flow sequencing batch reactors (SBRs) and continuous backwash filters and microfiltration. The project was delivered using a design/build/operate approach through Veolia Water.</p>	058	90	15,250	Rockland Sewer District No. 1 Rockland County, NY	\$ 2,000	2011
021, 096	P	<p>Contract TI-WW-CM1—Construction Management Services in Connection with the Maximization of Wet Weather Flow at the Tallman Island WPCP, New York, NY.</p> <p>CDM Smith is providing construction management services at the Tallman Island WPCP to maximize wet weather flow to the wastewater treatment plant. The construction work performed in connection with this contract is being undertaken by NYCDEP in accordance with the requirements of an Administrative Consent Order, and will result in improvements to the collection system, increased flow delivery to the WPCP and a reduction in CSOs discharged to Flushing Bay and the Upper East River.</p>	087	169	62,045	New York City DEP New York, NY	\$5,000	2015
021, 114, 220, 266, 275, 276	P	<p>Standby Engineering Services for Investigation, Design and Construction, State-wide, NY.</p> <p>Awarded a 10-year contract by the NYSDDEC, Division of Environmental Remediation to provide on-call remedial, engineering and construction services for the state's Superfund Standby Contract. Provided engineering services at inactive hazardous waste sites (listed on the NY Registry of Inactive Disposal Sites) and hazardous substance and petroleum contaminated sites in support of this contract. To date, CDM Smith is working on or completed 77 tasks throughout the state totaling \$26,406,000 in engineering services.</p>	092	48	12,350	Nurul E. Sadat, P.E. Accountable Manager (718) 595-5930	\$50,000	2020
023, 032, 096, 106, 220, 221, 269	P	<p>Peekskill WWTP Aeration Upgrade, Peekskill, NY (through the NY Power Authority Energy Services Program).</p> <p>Completed the design of an aeration system upgrade, and provided bidding, construction management as well as design services during construction. The aeration system upgrade included new fine bubble membrane diffusers with a tapered layout, new air piping on top of the aeration tanks, new flow control valves, flow meters and dissolved oxygen probes, new blower and a fully automated aeration control system. In addition to the aeration system upgrade, the project also included replacement of the plant's fiber optic data network and was awarded a NYACEC Award in the Energy Category.</p>	096	1,650	600,750	NYSDEC Erik Obrecht 518.402.9719	\$3,200	2012
021, 096, 115, 220, 221, 285	JV	<p>Bergen Point WWTP Upgrade and Expansion, Suffolk County, NY.</p> <p>CDM Smith, as the lead in a Joint Venture, developed an engineering report and designed the upgrade of the Bergen Point WWTP. A capacity study and engineering report were developed which determined that a future expansion of 10 mgd would be required to provide the sewage treatment demands over the 20-year planning period. The expansion recommendations were then design by the JV and are presently under construction. The major work includes new influent pumps, primary tanks, aeration tanks, RAS pump station, was pump station, secondary clarifiers and SCADA system.</p>	104	340	138,758	Westchester County, NY Thomas Lauro Commissioner, WCDEF 914-813-5450	\$3,900	Ongoing

Project Examples

033, 096, 097, 109, 220, 221, 262, 285	P	6.	<p>Bergen Point WWTP Outfall Replacement Project, Suffolk County, NY. The Bergen Point WWTP has a 30,000-plus-linear-foot (lf), 72-inch-diameter outfall, which consists of PCCP and concrete-lined steel pipe. The PCCP portion has a length of approximately 14,200 that crosses under the Great South Bay to the Barrier Beach that has deteriorated and is in need of replacement. CDM Smith evaluated the condition of the pipe including the pipe and impressed current protection system. A new tunneled outfall is being designed by CDM Smith which includes the replacement of the outfall pumps, new piping to connect to the tunnel, 10 foot diameter precast concrete tunnel and connection to the existing outfall on the barrier island. CDM Smith is providing all design, permitting, geotechnical engineering and survey services for the project.</p>	Suffolk County Department of Public Works Yaphank, NY John Donovan Chief Engineer 631 852-4204	\$3,700	Ongoing
023, 033, 042, 079, 080, 089, 096, 106, 114, 115, 220, 221, 275, 285	P	7.	<p>Design and Design Service Requirements Contract for Various Wastewater and Clean Water Infrastructure Projects (EE-DSGN-1 and 5 and EE-DSGN-3B), New York, NY. Since initiation of the task order contracts program by NYCDEP, CDM Smith has successfully provided engineering services to DEP under three separate contracts: EE-DSGN-1, EE-DSGN-5 and EE-DSGN-CM-3B. To date, CDM Smith has been assigned a total of 113 task orders, representing work in all aspects of NYCDEP's water and wastewater portfolio and capital program, both in-City and in the upstate watershed area. CDM Smith has provided the following services: studies; site surveys and geotechnical services; condition assessments; hazardous materials management; facility planning; broad array of design and design services during construction; green infrastructure design; bid assistance and evaluation; management consulting; asset management; community outreach; permitting; constructability reviews; health and safety reviews; and value engineering. In 2013, CDM Smith was awarded a third contract (EE-DSGN-CM-3B) to provide these services to NYCDEP. Under this new contract, ten new task orders have been issued to date.</p>	New York City DEP New York, NY Alice Ferone Contract Manager 718.595-5699	\$35,100	Ongoing
011, 092, 101, 220, 285	P	8.	<p>County Road 6 Bridge Replacement, Town of Lexington, Greene County, NY. CDM Smith provided preliminary and final design services for the replacement of the County Road 6 Bridge over the West Kill. The preferred design alternative for this locally administered federal aid project included replacement of the existing 61-foot span, steel multi-girder bridge with a new 110-foot span, pre-cast pre-stressed concrete box beam bridge on an improved horizontal and vertical alignment. This project required substantial coordination between numerous state and local agencies. CDM Smith worked closely with NYSDOT, Greene County, property owners, the Greene County Soil and Water Conservation, NYCDEP, NYSDOT, NYSDOT and the Army Corps of Engineers to coordinate the design changes resulting from the Irene flood damage.</p>	Greene County Highway Department, NY Gary Harvey, Superintendent of Highways 518.943-4600	\$455	2012
021, 023, 033, 096, 106, 220	P	9.	<p>Design and Construction Management of the Wastewater Treatment Facility Expansion and Upgrade, Middletown, NY. Provided design, permitting, and construction services for the expansion and upgrade of the City of Middletown's wastewater treatment facility from 6.0-mgd to 8.5-mgd. The upgrade and expansion included a new septage receiving station, new influent bar screens, grit collection equipment and blower replacement, upgrading existing primary settling tanks, a new return activated sludge/waste activated sludge (RAS/WAS) pump station, a new low-pressure, flow paced ultraviolet (UV) light disinfection system, and a new belt filter press.</p>	City of Middletown, NY Jacob S. Tawil, P.E. Commissioner of Public Works 845.343.3169	\$3,400	2011
046, 089, 107, 275	P	10.	<p>Interchange 15 & 15A PCC Pavement Rehabilitation New York State Thruway Authority, NY CDM Smith provided preliminary and final design for PCC pavement rehabilitation at Interchange 15 & 15A of I-87 in Rockland County, NY for the New York State Thruway Authority. Assignment No. 15 of a Term Design Services Agreement included inspection and design of all concrete pavement repairs, development of site specific work zone traffic control plans for 8 separate interchange ramps that connect I-87 NB & SB to I-287 and NY17 near the state border with New Jersey.</p>	New York State Thruway Authority, NY Division Christina Kaneg, P.E. Project Manager 518.436-3145	\$121	2012
011, 021, 046, 104, 111, 258	S	11.	<p>Route 208 at I-84 Construction Inspection, Orange County, NY. CDM Smith, as a subconsultant to TRC Engineers, was selected by the NYCDOT in Region 8 to provide construction inspection services relative to the \$15 million major bridge rehabilitation project at the interchange of Interstate 84 at Exit 5 and Route 208 in the town of Montgomery, New York. The project also included reconstructing on and off ramps; installing concrete retaining walls; widening of Route 208 to accommodate additional traffic and turning lanes; widening of I-84; installing sidewalks; and major drainage work, including wetland mitigation.</p>	New York State DOT, Region 8 Scott Hubbard Project Manager 845.575.6000	\$296	2010
011, 046, 220	P	12.	<p>Bridge Preservation Bundled Project, Greene County, NY. CDM Smith is currently providing preliminary and final design services for the preservation of three bridges in Greene County. The bridges include C.R. 23B (Old State Route 23) over Catskill Creek in the Town of Catskill, C.R. 27 (Deans Mill Road) over Catskill Creek in the Town of Durham, and C.R. 65 (Brooksburn Road) over Batavia Kill in the Town of Windham. This project is a locally administered, federal-aid project for construction in 2015 and 2016. The project required substantial coordination between state and local agencies. CDM Smith worked closely with NYSDOT, Greene County, property owners, SHPO, NYCDEP, NYSDOT, and the Army Corps of Engineers.</p>	Greene County Highway Department, NY Gary Harvey, Superintendent of Highways 518.943-4600	\$375	Ongoing

Project Examples

011, 021, 046, 089, 220, 285	P	13.	PO-17X and L-43 Bridge Rehabilitation/Replacement, Town of Poughkeepsie and Lagrange, NY. CDM Smith is providing engineering services for evaluation of the PO-17X and L-43 bridges over Wappinger Creek in Dutchess County. The project is being conducted in two phases – Part I includes condition evaluation of the existing bridges, hydraulic analysis of the Wappingers Creek floodplain, identification of potential rehabilitation or replacement alternatives, and development of conceptual plans. Part II includes final highway and bridge design for the selected design alternative, along with construction support and administration.	Dutchess County DPW, NY Robert Balkind Project Manager 845.486.2901	\$320	2015
024, 097, 101, 220, 221, 285	P	14.	Dam Inspections and Emergency Action Plans, Middletown, NY. Performed dam inspections of eight high and low hazard dams owned and operated by the City of Middletown, New York. The dams inspected included Woodward Dam, Greenleaf Dam, Highland Lake Dam (Mapes Dam), Highland Lake Dam (Carey Dam), Lamson Dam (Stewart Dam), Middletown Reservoir Dam (Kinch Dam), Monahan Dam, and Mill Pond Dam, ranging in height from 9 to 30 feet with normal storage capacities between 45 and 2,000 acre-feet. Visual inspections of the dams in accordance with the NYSDEC, Division of Water, Dam Safety Section and NYCRR Part 673, Dam Safety Regulations. CDM Smith also prepared Emergency Action Plans (EAPs) for the Woodward Dam and Greenleaf Dam, performed dam break analyses, and prepared flood inundation maps and EAPs.	City of Middletown, NY Jacob S. Tawil, P.E. Commissioner of Public Works 845.343.3169	\$45	2006
011, 021, 046, 089	S	15.	2011-2012 Region 1 CEI Term Agreement, New York State DOT, Region 1, NY. CDM Smith, as a subconsultant to AECOM provided construction inspection services for several projects in the eight counties of NYSDOT Region 1. CDM Smith provided 5 personnel during the period of this contract for these bridge and roadway projects: repairs to the Dunn Memorial Bridge over the Hudson River in Albany and Rensselaer counties (D261623) that included steel repairs and joint replacements; installation of pavement markings in Albany County (D261670), completed using night-time operations; replacement of the I-87 Bridge over Route 9 near Pottersville, Warren County (D261685) that included demolition and complete replacement of the existing 6-span bridge with a new 5-span, steel, multigirder bridge; pavement maintenance SY 11-12 at multiple locations in Albany and Schenectady counties (D261642) that included night-time operations for asphalt pavement mill and inlay; bridge repairs at four locations in the City of Albany, Town of Guilderland, and Fort Edward (D261653) that included joint repairs, concrete substructure repairs, and bearing restoration and resurfacing and micro milling of I-87 between Exits 1 and 11 in Albany and Saratoga counties (D261957) that included resurfacing a high volume interstate highway.	New York State DOT, Region 8 AECOM Stan Remancus, PE NYSDOT Project Manager 518.485.8916 Roger Laime, PE AECOM Project Manager 518.951-2200	\$600	2012
096, 097, 101, 109, 114, 115, 285	P	16.	On-Call Geotechnical Engineering Contract and Laboratory Services, New York, NY. Providing on-call geotechnical services to the New York City Department of Design and Construction through a two separate contracts awarded in 2011 and 2014. Successfully managing, coordinating and implementing multiple projects concurrently, within the required schedule and in a responsive manner. Since the Geotechnical Contract has been active, we have been involved in more than 85 individual projects assignments throughout the City. Task assignments have included oversight of the test boring and/or test pit program (logging/classification of soil samples), groundwater level readings, vibration monitoring, laboratory testing on selected soil and/or rock samples, Record of Borings in accordance with NYCDDC standards, and preparing geotechnical data reports presenting the as-drilled coordinates converted to within each borough. CDM Smith's scope of work also includes foundation recommendation reports that include a review of the local geology of the project site, interpreting subsurface conditions, performing geotechnical engineering evaluations for foundation alternatives, and construction considerations for proposed projects.	New York City DDC Richard Meserole, Section Chief 718.391.1034	\$6,000	Ongoing
024, 097, 101, 220, 221, 285	P	17.	Geological Evaluations at the East of Hudson Dams (EOH), New York. Develop a comprehensive boring and drilling program for eight Class "C" High Hazard Dams including Kensico Dam/Spillway, Boyd's Corner Dam/Spillway, Amawalk Spillway, Cross River Dam/Spillway, Croton Falls Dam/Spillway, East Branch Dam/Spillway, West Branch Spillway and Titicus Dam Spillway. Data generated from the project was used to characterize soil and underlying rock strength parameters at these eight high hazard dams. These material parameters were used to evaluate if these dams and spillways met stability analyses criteria of the NYSDEC and the U.S. Army Corps of Engineers (USACE Engineering Manual EM 1110-2-2200). A final report describing the geotechnical investigation program, including results of the field and laboratory testing provided conclusions as to whether the dams and spillways were in conformance with current stability analyses criteria of NYSDEC and the USACE, and propose recommendations, as necessary to bring the dams and spillways into compliance.	New York City DEP Upstate, NY Paul Costa, P.E. Portfolio Manager 718.595-5470	\$966	Ongoing
078, 096, 097, 104, 114, 220, 285	S	18.	Stormwater Management Program (SWMP) Plan, New York City, NY. CDM Smith was recently awarded a five-year contract to develop the citywide stormwater management program and plan. The project includes the development of a comprehensive stormwater management program that is needed to meet the requirements of the State Pollutant Discharge Elimination System (SPDES) permit for stormwater discharges from Municipal Separate Storm Sewer Systems (MS4) owned and operated by New York City. The project work will be performed in a number of tasks that involve the compilation and evaluation of existing data and conditions, GIS mapping, and use of information from various existing city programs; permit tracking, recordkeeping, and reporting system development; public outreach and participation; MS4 stormwater management demonstrations; and development and implementation of monitoring tools for performance assessments. The first three years of program development will consist primarily of the developing of an approvable and implementable SWMP Plan—a major undertaking.	New York City DEP, NY Pinar Balci Project Manager 718.595-3168	\$5,000	2019

Project Examples

059, 078, 097, 104, 114, 220, 221, 285	P	19.	<p>Design of Green Infrastructure – New York City DEP OGI Contract Area #3, New York, NY. CDM Smith is working to plan, site and design Green Infrastructure improvements in the Flushing Bay combined sewer tributary area in Queens. CDM Smith is siting, preparing hydrologic modeling, and designing approximately 450 right-of-way bioswales (ROWBs) in Queens totaling about 1,200 acres. The contract requires desktop assessments to identify potential locations; field inspections to refine the list of locations to preliminary locations; geotechnical and permeability tests and limited surveys to reduce the number of locations to final locations; design and design services during construction. We successfully conducted site desktop analyses and field site investigations and developed a list of nearly 1,000 preliminary ROWB locations and 22 greenstreets, and conducted subsurface geotechnical and permeability investigations and topographic survey work for areas where soils had favorable percent fines and permeability rates for design of ROWBs. We are preparing four design packages for the construction of approximately 450 ROWBs and Stormwater Greenstreets, with two packages in construction.</p>	New York City DEP, Office of Green Infrastructure Raymond J. Palmares PE Program Director, Engineering & Field 718.595-4422	\$6,853	Ongoing
024, 097, 101, 220, 221, 285	P	24.	<p>NYCDEP Upstate Dams Inspections, NY. CDM Smith was retained by NYCDEP to perform inspections of 20 high-hazard dams. These dams impound the Catskill/Delaware watershed basins west of the Hudson River and the Croton watershed basin east of the Hudson River. They create the reservoirs that serve as the major sources of the NYC drinking water supply. The visual inspections were conducted in accordance with FEMA guidelines for dam safety. The inspections included a review of available information pertaining to each dam, a site visit to assess the current condition of the dam and to identify areas of concern and/or requiring further engineering evaluation, and recommendations to improve the safety of the dam. CDM Smith also performed inspections of the mechanical and electrical systems of DEP's Kensico, Croton Falls and Croton Falls Diverting Dams. Gates, valves and piping at the gate chamber and valve chamber were inspected to evaluate their condition and operational function.</p>	New York City DEP Upstate, NY Paul Costa Accountable Manager (718) 595-5470	\$200	2011

Project Examples

043, 083, 096, 106, 111, 220	P	25.	<p>HVAC, Plumbing, Electrical, and I&C Upgrades at the New Rochelle WWTP, New Rochelle, NY. Responsible for the design of the HVAC, Plumbing, Electrical, and Instrumentation and Control system upgrades to the New Rochelle WWTP as part of a major upgrade and expansion of the facilities. CDM Smith designed extensive modification and replacement of ductwork, supply fans, exhaust fans and new boilers, and also designed the interconnection with new headworks and dewatering facility odor control equipment, heating and ventilating units, unit heaters, and control room air conditioning systems. As part of the electrical design, CDM Smith developed detailed plans and specifications for the new incoming main switchgear and automatic transfer switch. CDM Smith coordinated closely with Con Edison during the design, working closely with Con Edison engineers to ensure the design met their requirements. I&C design includes all SCADA and controls, with CDM Smith providing startup assistance. CDM Smith is currently providing design services during construction, providing shop drawing reviews, RFI response, design clarifications, miscellaneous additional work reviews and periodic site visits.</p>	Westchester County DPW and Transportation, NY Thomas Lauro Commissioner, WCDEF 914-813-5450	\$3,700	Ongoing
097, 114, 115, 220, 285	P	26.	<p>Yonkers Joint WWTP – Post Hurricane Sandy Electrical Rehabilitation, Yonkers, NY. Electrical rehabilitation of the existing facility that involved FEMA reimbursement and coordination with multiple consultants. This includes replacement of wiring, elevating control panels, installation of new conduit and wire, refeeding MCCs, lighting replacements, resilient flooring replacement, and the construction of a new potassium permanganate feed system. This system includes a new delivery and feed system and a new building to house the equipment. The design process required frequent input from the client with design meetings held at the 30%, 60%, and 90% design phases. CDM Smith is also coordinating with other consultants on-site that are designing other phases of the plant rehabilitation. Going forward CDM Smith will be providing bidding and construction services.</p>	Westchester County DPW and Transportation, NY Michael Coley WCDEF 914-813-5412	\$1,050	Ongoing
021, 096, 220, 273, 285	JV	27.	<p>Facility Plan, Design and Construction Management Services at the Spring Creek Auxiliary WPCP Upgrade, New York, NY. The Spring Creek AWPCP, the only operating CSO facility in New York City, was in need of a major upgrade improvements to increase its operating efficiency, meet water quality standards in Jamaica Bay, present codes, and NYCDEP CSO control needs. The project involved the comprehensive mechanical, structural and architectural upgrade of the entire facility including the basin cleaning systems, dewatering pumps, influent bar screens, electrical systems, and emergency power facilities. New chemical storage and feed systems were provided for the delivery of sodium hypochlorite, sodium bisulfite and sodium hydroxide. Odor control facilities consisting of packed tower wet scrubbers were also provided in a new odor control building. Due to poor soil conditions of the site, over 500 piles were required to support new structures and utilities. As the lead firm in the JV, CDM Smith had overall responsibility for the facility plan, design and construction management services.</p>	New York City DEP William Meakin, P.E., Project Design Manager 718-595-6101	\$12,000 (Facility Plan & Design) \$7,000 (Const. Mgt.)	2010 (Facility Plan/Design) 2010 (Construction Management)
043, 096, 106, 111, 220	P	28.	<p>Yonkers Joint WWTP HVAC and Odor Control Upgrade, Yonkers, NY. Managing a comprehensive program for a multiyear, three phase project to replace the aging HVAC infrastructure at a 120-mgd WWTP. The first phase addressed odor complaints from the nearby community by adding odor control systems to an offsite pump station and the Screen and Grit building. This new Odor Control System was also designed with the requirements of future phases in mind. The second phase of the project addresses the HVAC replacement of the systems in the Administration/Blower Building and the Dissolved Air Flotation (DAF) Thickener Building. The majority of the work is being replaced in kind, but several areas with inadequate air flow are being upgraded. The office HVAC system is being upgraded from a hot-cold deck system to a VAV system. This phase also includes the low pressure steam boiler replacement for two 400 BHP, tri-fuel, low pressure boilers. The boiler will be fueled by natural gas, No. 2 fuel oil or anaerobic digester gas. Additionally, this phase includes the construction of vestibules to separate classified spaces, allowing for code compliant ventilation to be provided. The final phase has been designed and includes the replacement or repairs of all other portions of the plant's HVAC system, including the Access Buildings and Tank Galleries, Service Tunnels, two Digester Control Buildings, Dewatering Building as well as several other minor structures. Odor control is being added to the service tunnel exhaust points. The Dewatering Building exhaust air will also be treated by the Odor Control System installed in Phase 1. All three phases of the project include controls upgrades to meet the requirements of NFPA-820. Controls are integrated with the county wide Andover Continuum system and the site wide Simplex-Grinnell fire alarm system. Critical alarms are connected to the site SCADA system. CDM Smith application engineers are self-performing programming of the County's PLCs, allowing for status and control on the plant wide SCADA system. Each phase of the project has a budget of approximately \$9.0 million.</p>	Westchester County DPW and Transportation, NY Michael Quinn WCDEF 914-813-5412	\$1,680	Ongoing

Project Examples

024, 097, 101, 220, 221, 285	P	24.	<p>Dam Engineering Services, Troy, NY. Provided engineering services for 10 dams owned by the City to ensure compliance under NYSDEC Regulation 673, amended August 19, 2009. The dams, consist of both concrete gravity and earthen embankments, and range from 11 feet 88 feet in height. Three of the City's dams, Tomhannock Reservoir Dam, Bradley Lake Dam and Wright Lake Dam are classified under NYSDEC Dam Safety Regulations as a Large Class "C," high hazard dams, while the Rail Joint Mill Dam is classified as a Class B Intermediate Hazard Structure, and the remaining five as Class A low hazard. CDM Smith designed and developed construction documents for the rehabilitation of the Tomhannock Reservoir Dam, which included shallow soil mixing to improve soil conditions at the toe of the dam to a depth of approximately 15 feet, and structural refurbishment of the damaged low-level outlet pipe using a centrifugally cast, ultra high-strength cementitious liner system.</p>	City of Troy, NY Chris Wheland Superintendent of Public Utilities 518.237-0865	\$724	Ongoing
043, 083, 096, 106, 111, 220	P.	30.	<p>Yonkers Joint WWTP Emergency Generator, Yonkers, NY. CDM Smith designed a new standby rated, 13.2 KV, 2500 KW, 3 Phase diesel engine driven generator to provide emergency power to the Yonkers Joint WWTP. The generator will be arranged for automatic start and load pick-up through existing switch gear retrofitted with new automatic controls, and will include the engine driven generator set, fuel day tank, fuel piping and accessories, battery starting system, cooling system, exhaust system with critical silencer and stack, and engine-alternator automatic start monitoring and control panel. Since the new generator is larger than the existing turbine generator, significant modifications to the building were required to accommodate the new generator, particularly the HVAC system. The HVAC modifications include the installation of five sets of motorized air dampers for supply air and a 9' x 15' exhaust duct, and included a new automatic temperature control panel for fan and damper control. The project also includes in the installation of new incoming main feeders and all new incoming switchgear. This project is also being coordinated with a new anaerobic digester gas fueled cogeneration engine that CDM Smith has also designed and installed at the site, which will connect to the newly installed main switchgear. CDM Smith is currently providing on-site construction administration services for the project.</p>	Westchester County DPW and Transportation, NY Michael Quinn WCDEF 914-813-5412	\$1,100	2015

The foregoing is a statement of facts.

Signature:

Typed Name and Title: Keith F. Kelly, P.E., BCEE, Partner

Date: May 15, 2018

COUNTY OF NASSAU

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

1. Name of the Entity: Camp Dresser McKee & Smith

Address: 60 Crossways Park West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: 042473650

3. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded Partner List 1-8-20.pdf

No principals have been attached to this form.

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

If none, explain.

See attached list.

1 File(s) uploaded Partner List 1-8-20.pdf

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

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

See attached list of partners and their affiliation in CDM Smith Inc.

1 File(s) uploaded Affiliated Companies.pdf

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:

Keith Kelly [KELLYKF@CDMSMITH.COM]

Dated: 12/07/2020 03:20:28 PM

Title: Partner

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.

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]

COUNTY OF NASSAU

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

1. Name of the Entity: CDM Smith Inc.

Address: 75 State Street, Suite 701

City: Boston State/Province/Territory: MA Zip/Postal Code: 02109

Country: US

2. Entity's Vendor Identification Number: 04-2473650

3. Type of Business: Closely Held Corp (specify) _____

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

1 File(s) uploaded CDM Smith Inc Directors.pdf

No principals have been attached to this form.

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

If none, explain.

No individual natural person owns more than 1% of the Company's stock. The CDM Smith 401K Trust currently holds 949,984 of the CDM Smith stock on behalf of approximately 3,553 employees who participate in the CDM Smith Inc. Capital Accumulation Plan.

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.

See attached organization chart.

1 File(s) uploaded CDM Smith Org Chart rev.08.12.2020.pdf

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):

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

--

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

--

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:
Christopher A Korzenko [KORZENKOCA@CDMSMITH.COM]

Dated: 12/10/2020 08:23:08 PM

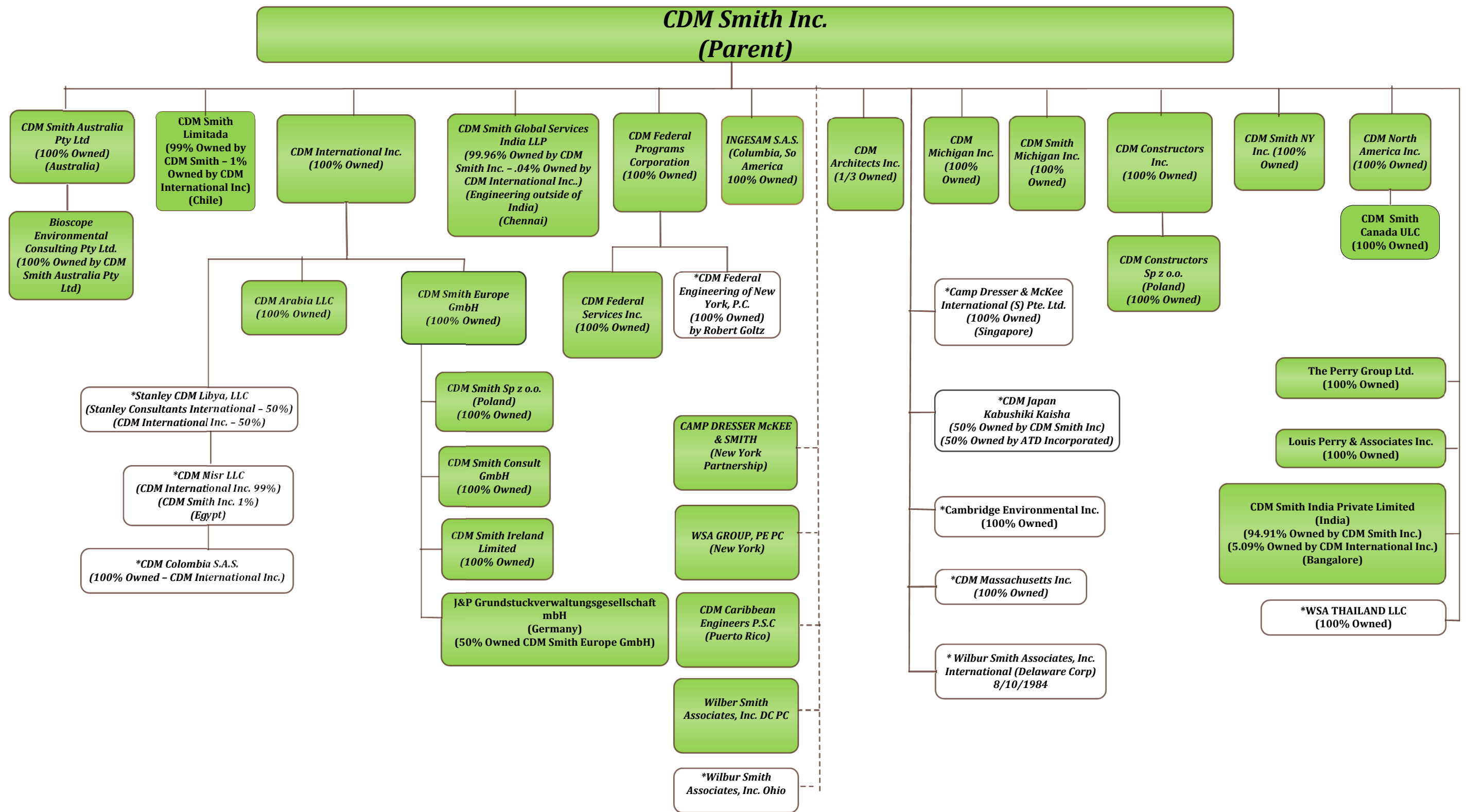
Title: Associate

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.

CDM Smith Inc.

Board of Directors

Chairman of the Board: Timothy B. Wall	2 Summit Drive, Norwell, MA 02061
Director: Peter Tunnicliffe	116 Bent Road, Sudbury, MA 02109
Director/CFO: Thierry Desmaris	15 Country Road, Lebanon, NJ 08833
Director/President: Anthony Bouchard	42 8 th Street, Apt. 5303, Charlestown, MA 02129
Director/General Counsel: Mario Marcaccio	20 Plowshare Court, Mansfield, MA 02048
Director: Gae Walters	2007 Alaqua Lakes Blvd, Longwood, FL 32779
Director: Howard Stevenson	31 Faxenweather St, Cambridge, MA 02138
Director: Jennifer Banner	3715 Sherwood Drive, Knoxville, TN 37919
Director: Christopher Campbell	384 High Street, Hingham, MA 02043
Secretary: Paul Milligan	224 Elmwood Road, Needham, MA 02492
Assistant Secretary: Jason Makofsky	14 Dartmouth St, Natick, MA 01760



*INACTIVE

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi – [REDACTED]

Keith F. Kelly – [REDACTED]

Thomas R. Schoettle – [REDACTED]

Ernest C. Ashley – [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

*Subject: Response to Nassau County Legal Review of Camp Dresser McKee & Smith
Vendor Portal Disclosure Forms*

This memorandum is being provided in response to questions issued as part of Nassau County's legal review of Camp Dresser McKee & Smith's Business History, Principal Questionnaire, and Consultant's, Contractor's and Vendor Disclosure Forms. These forms have been submitted through the County's Vendor Portal System, and this response memo is appended to those submissions for record purposes.

Question 1: For Camp Dresser McKee & Smith address on BH form is not the same as the address in NYC PASSport, please explain or correct.

Response: *The address provided in the BH form is our local office address in Nassau County and is the primary place of business for work being executed for the County. The address provided in the NYC Passport system, which is requested to be the primary place of business (in the NYC Metro Area) is listed as our office at 14 Wall Street, NY, NY since this is the primary office for work being performed in NYC. In the NYC Passport system, we also provided the 15050 Collections System Drive, Chicago, IL address, which is our remittance address for payments. We recently submitted a 700W9 form to the Nassau County comptroller requesting that the County also use the 15050 Collections System Drive address as our remittance address, in lieu of our local office address in Woodbury.*

Question 2. For Camp, Dresser, McKee & Smith: What is its legal relationship to CDM Smith? Compare answer to Question 9 on BH form to question 6 on CCV form. Is CDM Smith participating in contract work? If not, why is CCV form provided for this firm? if it is participating, CCV form needs to be signed by a Principal. Thomas Schoettle, Barry Giorgi, and Keith Kelly provide different answers to question 5 on the County PQ form as compared to the same question on their NYC PASSport submission - please review and explain or correct.

Response: *Camp Dresser McKee & Smith is a NY partnership with no affiliates per the definition of "Affiliate" in Countywide Procurement Policy #CE-01. In both 2017 and 2018, when previously completing these forms we had discussions with Nassau County Legal (Attorney Houdek) about our response to question 6 of Camp Dresser McKee & Smith's CCV Disclosure Form, where we disclosed that all of the Entity's partners are officers of CDM Smith Inc. Subsequently, we determined that the PQs*

File

March 18, 2021

Page 2

should not show the partners as "officers" of CDM Smith Inc. and just show their titles. Although CDM Smith Inc. is not an "affiliate" of the partnership, in the absence of a definition of a "related" company in the Nassau registration system, and in the interest of transparency, we felt it appropriate to disclose that all of the partners are titled employees of CDM Smith Inc. and provide a separate disclosure form. In addition, CDM Smith Inc. employees may provide services to Camp Dresser McKee & Smith in the performance of this contract. In the PASSPort system, the term "Related Entities" is defined. Therefore our responses in PASSPort are based on that definition, which is why the responses are different.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/29/2020

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Camp Dresser McKee & Smith 60 Crossways Park West Suite 340 Woodbury NY 11797 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: Liberty Insurance Corporation	42404
INSURER D: LM Insurance Corporation	33600	
INSURER E: ACE Property & Casualty Insurance Co.	20699	
INSURER F: Lloyd's Syndicate No. 2623	AA1128623	

COVERAGES

CERTIFICATE NUMBER: 570085457172

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6041	01/01/2021	01/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-061	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG28194687005	01/01/2021	01/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA561DB8T8Z6011 AOS WC5611B8T8Z6021 WI	01/01/2021 01/01/2021	01/01/2022 01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
F	Archit&Eng Prof			PSDEF2100033 Professional/claims Made	01/01/2021	01/01/2022	Each Claim \$2,000,000 Aggregate \$4,000,000

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

RE: S37860-04x Environmental Facilities On-Call. Nassau County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County DP Attn: Vincent Falkowski 3340 Merrick Road, Building R, 3rd Floor Wantagh NY 11793 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



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

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Camp Dresser McKee & Smith	
POLICY NUMBER See Certificate Number: 570085457172			
CARRIER See Certificate Number: 570085457172	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Professional Liab Policy # PSDEF2100033

Beazley (Syndicates 2623/0623) - 25%

BRIT (Syndicate 2987) - 25%

Ms Amlin (Syndicate 2001) - 12.5%

Munitus (Syndicate 4242) - 12.5%

Re/Rn (Syndicate 1458) - 10%

National Fire & Marine Insurance Company (Policy # 42CNP31339701, Term: 01/01/2021 - 01/01/2022) - 15%



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



000000 04 06 000088 000714 R

Policy Number **TB7-611-B8T8Z6-041**
Issued by **LIBERTY INSURANCE CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-611-B8T8Z6-061**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM



Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-T8Z6-011

Effective Date: 1/1/2021

Premium \$

Issued to CDM Smith Inc.

NOTICE OF CANCELLATION TO OTHERS – SPECIFIED PARTIES

Named Insured CDM Smith, Inc.			Endorsement Number 017
Policy Symbol XEU	Policy Number G28194687 004	Policy Period 01/01/2021 to 01/01/2022	Effective Date of Endorsement 01/01/2021
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

Section **VI. CONDITIONS**, is amended to add the following:

• **Notice to Others**

1. If we cancel the Policy prior to its expiration date by notice to you or the first "Named Insured" for any reason other than nonpayment of premium, we will, as set out below, send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
2. We will send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
3. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
4. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
5. We may arrange with your representative to send such notice in the event of any such cancellation.
6. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
7. This endorsement does not apply in the event that you cancel the Policy.



* *

SCHEDULE

Name of Person or Entity	E-Mail Address	Physical Address
Per schedule on file with the Producer noted on the Declarations, provided such schedule is provided to us by such Producer at the time the Producer is notified of cancellation as referenced above.		

All other terms and conditions of the policy remain unchanged.

Authorized Representative

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: September 1, 2020

SUBJECT: Proposed Personal On-Call Service Agreement
Recommendation of Firms for Professional Engineering Services
Environmental Facilities On-Call Design
Project ID No. S37860-04X

This Department intends to procure “On-Call” Professional Engineering Services for Environmental Facilities On-Call Design. The services typically provided under an “On-Call Professional Engineering Services agreement include but are not limited to, providing studies, analysis, surveys, AutoCAD drafting, design and cost estimating on an as needed basis for various Environmental Facility projects, as well as other related specialized services. The scope of services required for a particular project will be identified and described in writing in a “Task Order” and distributed to the qualified firms for consideration.

Firms were requested to submit technical and cost proposals in accordance with the Department’s Request for Proposals (RFP) dated February 28, 2020. The RFP was prepared in accordance with the Countywide Procurement & Compliance Policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County’s website *eProcure*, advertised in *Newsday*, and the *Contract Reporter*.

Technical and cost proposals were received from five (5) firms on March 27, 2020, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works: Vincent Falkowski PE, Deputy Commissioner for Environmental Programs, Christopher Vella, Construction Inspector II, Edward Visone, Assistant Superintendent of Sanitary Construction, Karen Fay PE, Sanitary Engineer III.

After tabulating the combined technical scores and establishing ranking order as per the below attached table, it was determined through discussion between the evaluation committee members that all the firms are technically qualified to be awarded this contract. It should be noted that no specific scope of services was requested with this RFP since the services are of an “on-call” nature. A cost proposal in the form of a multiplier was received from the firms along with a maximum rate which will not exceed \$225.00 per hour.

The Department recommends that all five (5) firms listed below be retained for S37860-04X Environmental Facilities On-Call Design Services.

The results of the technical evaluation are as follows:

FIRM(S)	RANK	TECHNICAL SCORE	MAXIMUM RATE	MULTIPLIER %
Gannett Fleming	1	84.25	\$225.00	2.75
CDM Smith	1	84.25	\$225.00	2.75
H2M	3	83.50	\$225.00	2.75
Cameron	4	79.00	\$225.00	2.75
D&B	5	76.00	\$225.00	2.75




Office of the County Executive
Brian J. Schneider, Deputy County Executive
September 1, 2020
Page 2

SUBJECT: Proposed Personal On-Call Service Agreement
Recommendation of Firms for Professional Engineering Services
Environmental Facilities On-Call Design
Project ID No. S37860-04X

Funding for these On-Call Design services is available under Capital Project No. S37860. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

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



Kenneth G. Arnold
Commissioner

KGA:VF:rp

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

APPROVED:

 10/28/2020

Brian J. Schneider
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACTPART 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: S37860-04X - On-Call Environmental Facilities Design ServicesDepartment: Public Works Project Manager: John Domenica Date: July 23, 2019Service Requested: On-call engineering, design and design related services in connection with the County's environmental facilitiesJustification: The County owns numerous environmental facilities and the Department's staff may not possess the specialized technical skill, knowledge and experience required to expeditiously evaluate, troubleshoot and recommend design solutions to an assortment of problems/issues which may arise at these facilities. This RFP would allow the Department the flexibility to retain firms and utilize staff who possess the requisite expertise in the areas where the Department's staff may not be proficient.Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan Design Construction/CM/Equipment) \$ 1,000,000 (max each agreement)

Circle appropriate phase

Total Project Cost: \$ 1,000,000 (max each agreement) Date Start Work: 1/1/2020

Includes, design, construction and CM

Phase being requested

Duration: 48 months

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 35415 SSW 6000See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code: 35415

use this on all encumbrances

Timesheet Code: 19-0203

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: John Domenica, Sanitary Engineer III

FROM: Office of the Commissioner

DATE: August 16, 2019

SUBJECT: CSEA Sub-Contracting Approval
C19-082 – S37860-04X – On-Call Environmental Design Services

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 **C19-082**.

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: Vincent Falkowski, 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: July 25, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract
 S37860-04X - On-Call Environmental Design Services

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

1. DPW plans to recommend a contract/agreement for the following services:
 On-call environmental design services at the County's environmental facilities. It is anticipated that multiple consultants will be retained.
2. The work involves the following: It is anticipated that the services shall encompass the evaluation, troubleshooting, and recommendation of suggested corrective measures (including design and related services) to address an assortment of problems/issues that may be encountered in any of the County's environmental facilities.
3. An estimate of the cost is: \$1,000,000.00 per professional services contract
4. An estimate of the duration is: Forty-eight (48) months
 (design services & design services during construction)

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



Roseann D'Alleva
 Deputy Commissioner

RD:VF:rp

c: Christopher Nicolino, Director, Office of Labor Relations
 Vincent Falkowski, Deputy Commissioner
 Loretta Dionisio, Assistant to Deputy Commissioner
 Diane Pyne, Unit Head, Human Resources Unit
 Christopher Yansick, Unit Head, Financial Management Unit
 Jonathan Lesman, Management Analyst II
 John Domenica, Sanitary Engineer III
 Brent Chow, Jacobs



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Keith F. Kelly, Partner

Name and Title of Authorized Representative

m/d/yy



Signature

11-25-20

Date

Camp Dresser McKee & Smith

Name of Organization

60 Crossways Park, Woodbury, NY 11797

Address of Organization

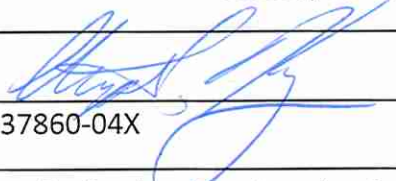
Instructions for Certification

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Camp Dresser McKee & Smith
Address (street/city/state/zip code):	60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797
Authorized Representative (name/title):	Christopher Korzenko - Client Service Leader
Authorized Signature:	
Contract Number:	S37860-04X
Contract/Project Name:	Professional Engineering Services Environmental Facilities On-Call Design
Contract/Project Description:	Professional Engineering Services Environmental Facilities On-Call Design

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$1,000,000	On-call services, final amount TBD.	
Total MBE Dollar Amount		MBE Contract Percentage	5%
Total WBE Dollar Amount		WBE Contract Percentage	16%
Total Combined M/WBE Dollar Amount		Combined M/WBE Contract Percentage	21%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Hirani Engineering and Land Surveying, P.C. Address: 120 West John Street City: Hicksville State/Zip Code: NY 11801 Authorized Representative: Gina-Marie Schoregge, P.E. Telephone No. (516) 280-6614	Structural Engineering Services	Amount (\$): TBD <hr/> Given the nature of the on-call agreement, these amounts are to be determined. Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Macan Deve Engineers, DPC Address: 763 Blackberry Lane City: Yorktown Heights State/Zip Code: NY 10598 Authorized Representative: Donna Hager Telephone No. (914) 261-4141	Architectural Services	Amount (\$): TBD Given the nature of the on-call agreement, these amounts are to be determined. Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date: