



Certified:

E-145-21

Filed with the Clerk of the
Nassau County Legislature on
September 27, 2021 11:54 AM

NIFS ID:CLPW21000022 Department: Public Works

Capital: X

SERVICE: Amend 2-GOSR Beech/Park Compl Sts/Drain-H63400-03C

Contract ID #:CFPW16000057

NIFS Entry Date: 09-AUG-21

Term: from to

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

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

Vendor Info:	
Name: Cameron Engineering & Associates LLP	Vendor ID#: 113313855
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Laura Liu
	Phone: (516) 827-4900

Department:
Contact Name: Joseph Cuomo
Address: Nassau County DPW 1194 Prospect Ave. Westbury, NY 11590 Phone: 516-571-9489

Routing Slip

Department	NIFS Entry: X	09-AUG-21 -- LDIONISIO
Department	NIFS Approval: X	09-AUG-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	09-AUG-21 -- RDALLEVA
OMB	NIFA Approval: X	10-AUG-21 -- CNOLAN
OMB	NIFS Approval: X	09-AUG-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	09-AUG-21 -- AAMATO
County Atty.	Approval to Form: X	10-AUG-21 -- NSARANDIS

CPO	Approval: X	01-SEP-21 -- PARJUNE
DCEC	Approval: X	01-SEP-21 -- RCLEARY
Dep. CE	Approval: X	02-SEP-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-SEP-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to expand the scope of work required in the Park/Beech Street Complete Streets and Drainage Improvements project. The additional work consists of separating the design plans for the GOSR Beech Street/Park Street Complete Streets and Drainage Improvements project into Roadway plans and Signal plans. Given the pending GOSR deadline and the lead time needed for NYSDOT to approve the signal plans, the design plans need to be separated to create a phased project which would allow the GOSR-funded elements to be completely constructed in advance of the traffic signal improvements which are funded by FHWA. To implement this phased approach, DPW requested that Cameron Engineering separate the in-progress (90% complete) signal plans from the civil/roadway plans. Cameron Engineering accepted DPW's direction, and on May 29, 2020, requested additional funds to accomplish the tasks.
Method of Procurement: RFP issued 3/21/16
Procurement History: RFP was issued March 21, 2016 - six proposals were received and evaluated and Cameron Engineering was awarded the contract.
Description of General Provisions: To expand the scope of design and construction support, to include the separation of civil design work from the traffic engineering work which would allow the GOSR-funded elements to be completely constructed in advance of the traffic signal improvements which are funded by Federal Highway Administration/
Impact on Funding / Price Analysis: This amendment increases the maximum amount by \$109,400 and extends the term until 10/9/21. The new maximum amount of this agreement is \$968,161.93. Funding will come from Capital Project 60045.
Change in Contract from Prior Procurement: The current contract covers 100% detailed design of stormwater drainage and complete streets improvements along a 1.9 mile section of Beech Street/Park Street in the Village of Atlantic Beach and the hamlet of East Atlantic Beach. The project extends from the Atlantic Beach Bridge to the west and Nevada Boulevard to the east. This amendment addresses the additional work that was needed to separate the Roadway Plans from the Signal Plans, so that NCDPW can implement the overall project in several phases and meet the HUD-imposed deadline of September, 2022.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	60	Revenue		1	PWCAPCAP/60045/SAN001	\$ 109,400.00
Resp:	045	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	107	Federal	\$ 0.00			\$ 0.00

Project #:	60045	State	\$ 0.00			\$ 0.00
Detail:	SAN001	Capital	\$ 109,400.00			\$ 0.00
<div>RENEWAL</div> <div>% Increase</div> <div>% Decrease</div>		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 109,400.00		TOTAL	\$ 109,400.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CAMERON ENGINEERING & ASSOCIATES, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cameron Engineering & Associates, LLP in connection with the Beech Street/Park Street Complete Streets and Drainage Improvements Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Cameron Engineering & Associates, LLP



Nassau County Interim Finance Authority

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

1. **Vendor:** Cameron Engineering & Associates LLP

2. **Dollar amount requiring NIFA approval:** \$109400

Amount to be encumbered: \$109400

This is a Amendment

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

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

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

3. **Contract Term: 18 month extension**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

To expand the scope of work required in the Park/Beech Street Complete Streets and Drainage Improvements Contract# CFPW1600057. The additional work consists of separating the design plans for the GOSR Beech Street/Park Street Complete Streets and Drainage Improvements project into Roadway plans and Signal plans. After reviewing the construction timeline for the project, it became evident

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

10-AUG-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.

AMENDMENT No. 2

This AMENDMENT (this “Amendment”), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) Cameron Engineering & Associates, 177 Crossways Park Drive, Woodbury, NY, 11797, (the “Firm”).

WITNESSETH:

WHEREAS, pursuant to County Contract Number CFPW16000057, Beech Street / Park Street Complete Streets and Drainage Improvements (the “Project”) between the County and the Firm, executed on behalf of the County on April 10, 2017 (the “Original Agreement” and amended on July 12, 2019 (the “Amended Agreement”), the Firm performed Design Services, which services are more fully described in the Original Agreement and the Amended Agreement (the “Services”);

WHEREAS, the original amount that the County agreed to reimburse the Firm, as full compensation for the Services, was Eight Hundred Fifty-Eight Thousand, Seven-Hundred Sixty-One dollars and Ninety-Three cents (\$858,761.93) (“Amended Maximum Amount”);

WHEREAS, the term of the Amended to April 9, 2020, unless sooner terminated or extended in accordance with its terms (“Amended Term”). The Amended Agreement provided that the Amended Term may be further amended by the Commissioner to provide services during construction.

WHEREAS, the County desires to create “stand-alone” roadway plans that must be prepared to address the Separation of Plans for the Project;

WHEREAS, the County desires to increase the Maximum Amount, the amend the Term and modify the delivery of amended Services of the Amended Agreement; and

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

1. Additional Amended Term. The Amended Term is further amended for eighteen (18) additional months, and will terminate on October 9, 2021, unless sooner terminated or extended in accordance with its terms (“Additional Amended Term”). The Amended Term may be further amended by the Commissioner to provide Services during Construction.
2. Services. The Services are restated and amended to modify the delivery of Design Services, as set forth in the attached Modified Exhibit A. Payment for such services is restated and modified as provided in attached Modified Appendix B to be consistent with the modification of the delivery of Agreement Services, the extension of time, and the additional payment to the firm.

3. Amended Maximum Amount. The Maximum Amount shall be increased by One Hundred Nine Thousand Four Hundred Dollars and no cents (\$109,400.00), so that the total maximum amount the County shall pay to the Firm as full consideration shall not exceed Nine Hundred Sixty-Eight Thousand, One-Hundred Sixty One dollars and Ninety Three cents (\$968,161.93) ("Amended Maximum Amount").
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement,

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Cameron Engineering & Associates

By: Joseph R. Amato
Name: Joseph R. Amato
Title: Senior Partner
Date: 1/8/2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 8 day of January in the year 2020 before me personally came Joseph R. Amato to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Cameron Engineering & Assoc., LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

Tai Ann Winters
NOTARY PUBLIC

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01WI6357883
My Commission Expires May 1, 2021

)ss.:

On the ____ day of _____, in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed above instrument; and the he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

5. Compliance with Law.

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

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

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

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

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.


Signature

Joseph R. Amato, PE, LEED AP - Senior Partner
Printed Name and Title

July 19, 2021
Date

Schedule 1

Modified Exhibit A

I. SCOPE OF SERVICES

Division I Technical Design Report

A. Technical Design Report and Meetings

The deliverables for this proposal include a comprehensive Drainage, Pedestrian/Motorist Safety and Traffic Calming Technical Design Report (the Report) and preparation of 100% detailed design drawings.

The project is intended to design drainage, traffic calming and pedestrian safety improvements along Park Street, from Albany Avenue to Yates Avenue, in the Village of Atlantic Beach, and continuing along Beech Street (Nassau County Route 22), from Yates Avenue to Nevada Street, in the hamlet of East Atlantic Beach (up to the border of the City of Long Beach). Park Street/Beech Street is the primary transportation corridor which links the barrier island from the Atlantic Beach Bridge through the City of Long Beach and it also serves as a coastal evacuation route. Park Street/Beech Street and associated intersections were severely impacted with flooding during Superstorm Sandy and Hurricane Irene. Subsequently, the area's only overland evacuation route was impassable during and following Superstorm Sandy. The impassability of this route was compounded by no working lighting that created unsafe conditions for first responders, residents and local businesses.

Existing facilities will be evaluated to assess their capacities and conformance with stormwater best management practices. The analysis would include an examination of existing road section grades, cross sections and right-of-way limits to assess the suitability of green infrastructure. The analysis will be presented in the Report and corresponding detailed design drawings.

Drainage improvements may include implementation of discharge, retention, or recharge structures under parking, roads or sidewalks, construction of rain gardens, introducing pervious landscape, decreasing paved surfaces, elevation of paved surfaces, installation of permeable pavements, or installation of new/improved piping and collection systems and/or bioswales. Additional potential improvements to be considered include enhanced streetscape elements with curbs, continuous sidewalks and refuge areas to provide connectivity for motorists, bicyclists, and pedestrians and to promote these non-motorized uses. The project would also include upgrading existing facilities to comply with the Americans with Disabilities Act (ADA) and to enhance traffic, bicyclist, and pedestrian safety, including pedestrian signals, high-visibility crosswalks, traffic calming, and traffic signing and striping. The project would also combine these needed improvements with solar powered lighting in these areas for emergency resiliency.

The resiliency and drainage improvements shall be consistent with the project "Complete Streets Drainage Along Beech Street" on pages 62 to 65 of the *Village of Atlantic Beach/Atlantic Beach Estates/East Atlantic Beach NY Rising Community Reconstruction (NYRCR) Plan*. The plan can be viewed at:

http://stormrecovery.ny.gov/sites/default/files/crp/community/documents/atlabticbeach_atlabticbeachestates_eastatlanticbeach_nyrcr_plan.pdf

This project also includes implementing traffic calming measures and improved pedestrian and motorist safety along Park Street/ Beech Street by installing drainage, curb, sidewalk, pavement, traffic signals, lane markings streetscape features and incidental work, plus the preparation of conceptual plans that contain the general information described in the following paragraphs. The Report shall include the preliminary construction cost for the conceptual plans, itemized for the main areas of work described herein.

Existing pavement, curb, and sidewalk shall be evaluated for condition and/or location and recommended improvements described. (Further analysis of the extent of pavement removal or rehabilitation will be done as profiles and cross sections are developed in the design phase.

Potential Traffic Calming measures shall be evaluated and implementation recommended based on need, and benefit compared to adverse impacts to the community. Examples of Traffic Calming measures are bump-outs, textured or colored high-visibility cross walks, pedestrian signals, lane markings, and center medians. For potential traffic calming

measures to be considered as part of this project, please refer to the *Nassau County Department of Public Works Beech Street Traffic Calming Study*, prepared by Schneider Engineering, PLLC.

Streetscape features such as plantings, decorative sidewalk, ornamental street lighting, continuous sidewalks, pedestrian refuge areas, and incidental work, shall be considered for inclusion in the project after review of adjacent commercial/residential ownership. Any new facilities shall be in conformance with the specifications of the entity charged with maintenance of same.

A.1 Meetings

The Firm shall prepare for, attend and provide minutes for up to six (6) public meetings/presentation with various stakeholders, including, but not limited to, Atlantic Beach and East Atlantic Beach Community Reconstruction Committees, elected officials/agency representatives and local constituents. The Firm shall prepare all meeting materials (agenda, presentation, hand-outs, poster boards, etc.) in advance of a public meeting/presentation as determined by the County. The Firm shall attend and participate in the public meeting/presentation, as well as take notes for submission in the form of meeting minutes to the County.

Division II **Design Services**

B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner". Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the Commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.

4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

- i. Traffic Signal Design

- ii. *Overview*

1. Develop a technical report, plans, specifications, and estimates for the construction for this project.
 2. This work shall include the design of 16 traffic signals, 3 traffic cameras, and 2 variable message signs. Work will include the design of all associated equipment. All electrical conduit will be replaced. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy. As part of the TDR, Cameron may propose mitigation efforts to be employed in the final design that will help combat damage from future storms equivalent to that of Hurricane Sandy.
 3. Where communications exist, this design will incorporate the use of existing conduit and new fiber optic communications back to the Traffic Management Center in Westbury. All of the communications will be upgraded to Fiber Optic Communications with direct connection to each signal. Portions of the existing underground communications conduit will require replacement, and all existing overhead communications will be moved underground.
 4. Provide contract documents in accordance with NYSDOT and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and PS&E. All work is to occur within public ROW. Additionally a GOSR Change Order Form will be required to amend the original contract with GOSR.

- iii. *Data Collection and Survey*

1. Survey, evaluate, and summarize existing traffic signal equipment for fifteen signals. Summarize left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
 2. Evaluate proposed signal work with the County Project Manager and forward recommendations to the County for review.
 3. Survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section 1.0. Develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. Cameron Engineering will ensure that adequate pedestrian facilities will be retained following installation and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
 4. Although two proposed VMS and three camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. Cameron Engineering may propose alternate locations to the project manager for review. Alternate VMS locations may be proposed based on underground/overhead utilities, and motorists' viewability. The VMS signs to be installed in the general area indicated in Section 1.0.
 5. Evaluate the proposed locations in consultation with the Nassau County Project Manager and forward recommendations to the County Project

Manager.

6. Create mapping at a scale of 1" = 20' for each location where work is necessary. Create 1:20 plans and at each intersection where work will be performed.
7. Perform an archival search for property lines and right-of-way based on information available on tax maps and deeds. Cameron Engineering will gather underground and overhead information from involved utility companies.
8. Develop interconnect mapping plans at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. Conduct an evaluation of the pedestrian ramps within the area where work is being conducted.
The evaluation shall follow PROWAG and Nassau County guidelines. It should be noted that the road design work calls for the removal and reinstallation of all pedestrian ramps.

iv. *Mapping*

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block

2. Plot property lines and rights-of-way on the base sheets for each location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

iv. Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location
2. Develop data table to categorize incident management camera locations and proposed new camera locations.
3. Develop data tables to categorize existing and proposed fiber optic communications to and from each location.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

V. Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. Cameron Engineering will work with Nassau County to assess the technologies that best suit the project site areas. Prepare a technical design report that will include, at a minimum, the following:
 - a. Description of existing conditions and associated problems;
 - b. Description of the scope of work;
 - c. Design criteria;
 - d. Recommended mitigation measures;
 - e. Schedule of anticipated design drawings;
 - f. Construction Schedule;
 - g. Preliminary cost estimation;
 - h. Inventory of curb ramps;
 - i. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report will stand on its own as the basis for design. The report (5 copies) will be submitted in draft form for review by the County. Cameron Engineering will meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer

vi. County-Supplied Data

1. No information provided under this item number.

vii. Evaluation of Pedestrian Ramps

1. Evaluate pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet

PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

viii. Pedestrian Signals

1. Conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. Where APS signaling is determined a priority, include in the design.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

ix. Final Design (ADP)

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.

x. Final Plans (PS&E)

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.

xi. Meetings

1. Attend review meetings with the County and appointed consultants on the average of once per month. Prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. Prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

xii. General Requirements

1. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
2. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. Nassau County will complete the necessary Federal Aid documentation with input from Cameron Engineering, as needed.
3. Coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

xiii. Project(s) Start-Up Services

1. Item removed, as per NCDPW.

xiv. Cost Estimation

1. A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

xv. Assumptions

1. Where Traffic Incident Management cameras exist, incorporate the installation of a new camera and associated equipment as part of the signal rebuild. At the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.
2. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor. WiFi / Bluetooth readers will be installed at key locations. These will be added during the design review phase. As per NCDPW, the extent of work for Cameron will be adding an item number to the intersection plan.
3. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
4. Prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.
5. Attend all Project coordination meetings and prepare, coordinate, and attend meetings with the County.
6. Submit written responses to all County review comments.
7. Review all questions during the contract bidding and prepare all addenda as required.

Xvi. Federal and/or NY State Requirements

1. Coordinate design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Cameron Engineering.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.

3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans

with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

K. Separation of Plans - Roadway Plans (full project limits)

1. The firm shall develop the "stand-alone" roadway plans which includes all realignment, drainage, and other roadway improvements included in the previously submitted 90% plans and shall incorporate all comments received from Nassau County during the constructability review.
2. Due to the realignment of portions of Park Street/ Beech Street there are several signal elements that shall be included in the roadway design including but not limited to relocation of poles that would otherwise now be in the middle of the road due to the road's realignment, installation of all conduit but not all wiring, modifications to existing signals to conform with MUTCD in the interim before the official signal project gets constructed, replacing traffic loops during road construction, etc.

Roadway plans shall include updated specifications and cost estimate(s), as needed.

L. Phase I Standalone Roadway Design Plans for Reduced Project Limits

1. The firm shall develop final and biddable design plans for the reduced limits of the Beech Street project, with the bid structured, as follows:
 - i. Base bid would consist of all major work between Atlantic Beach Club and Nevada Ave, plus the intersection of Dutchess
 - ii. Alternate bid would consist of all major work between Yates Ave and Nevada Ave, plus the intersection of Dutchess. The leaching pipe in this alternative will be reduced to one 18-in diameter perforated pipe to minimize disturbance to the concrete base of the road.

The Firm shall adhere to the following requirements:

- To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the selected A/E firm will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. **The Firm will be required to coordinate with GOSR and its contractors in support of any environmental review activity, such as but not limited to, submitting project description/summary and design drawings, and providing review of draft permitting application forms.** Notwithstanding the above, Subrecipients will be responsible for securing and complying with all applicable, local, state and federal permits.

- Prepare a design report that includes the following components: (1) problem definition; (2) existing conditions; (3) project description; (4) preliminary drawings/site plan; (5) estimate of total project costs broken out by services and construction costs; (6) project schedule; (7) preliminary engineering analysis (e.g. hydrocad model, building code, constructability, etc.); (8) alternatives to the project that address the problem; and (9) summary.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.
- Prepare and submit any and all required permits.
- Assist Nassau County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness.
- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.
- Coordinate project activities with the activities of Nassau County and other parties.

Division III

Services during Construction

A. General Construction Support

1. When requested in writing by the Commissioner, the Consultant shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
2. The Consultant shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.
3. The Consultant shall update the final detailed contract plans by preparing new as-built mylar

drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

4. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one set of conformed plans and master specification book as a PDF file and bound DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.

4. Provide representation at the site(s) pre-construction conference.

5. Per request of County, review and process detailed construction shop drawings and product submissions.

6. Per request of County, review and process proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.

7. Per request of Nassau County, review laboratory, shop, mill, material, and equipment test reports.

8. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.

9. Make weekly field visits to observe the construction progress and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work and ensure consistency with the approved design.

10. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.

11. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

12. Arrange for the project manager and support staff to attend six (6) update and project meetings.

13. Per request of Nassau County, provide consultation on special construction conditions by specialists in specific fields of work.

14. 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. Written certification that project completion was in accordance with the contract documents will be provided by the Contractor hired to perform Construction Inspection duties (under separate contract).

Penalties for Non-Performance

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.

Modified Appendix B
PAYMENT SCHEDULE

Division I. DESIGN REPORT

A. For services described in Exhibit A, Division I, Task A, Technical Design Report, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Two Hundred Ten Thousand, Five Hundred Fifty-Six dollars and Eighty-One cents (\$ 210,556.81).

Payments shall be made monthly. Payment at the time of submission of the Interim Progress Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft of the Study and Report shall not exceed 80% of the total anticipated fee.

A.1. For services described in Exhibit A, Division I, Task A.1, Meetings, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Twenty-One Thousand Seven Hundred Eighty Dollars (\$21,780.00).

Division II. DESIGN SERVICES

A. Design Surveys

B. For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Two Thousand Four Hundred Twenty-Two dollars and Thirty-Seven cents (\$ 2,422.37) per mile of traverse.

C. For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of One Thousand One Hundred Ninety dollars (\$ 1,190.00) per mile of traverse.

D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Seventeen Thousand Four Hundred and Twelver dollars and Eighty Five cents (\$17,412.85) per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Five Thousand dollars (\$5,000.00) per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Thirteen Thousand Five Hundred Sixty One dollars and Thirty Six cents (\$ 13,561.36) per mile for all work within 200 feet on each side of the baseline. The firm shall be paid an additional Six Thousand dollars (\$6,000.00) per mile for all work extending more than 200 feet from each side of the base line.

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which

is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps

For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, - Right-of-Way Maps, the Firm shall be paid as follows: The sum of One Thousand Four Hundred Ninety Three dollars and Sixty One cents (\$1,493.61) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

G., J., K. and L. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications and the Firm shall receive a fee of Three Hundred Ninety-Five Thousand Twenty One Dollars and Forty Five Cents (\$395,021.45) for a project having a net construction cost of Ten Million Dollars (\$10,000,000.00).

For services described in Exhibit A, Division II, Task K, Separation of Plans: Roadway Plans, the Firm shall be paid a lump sum fee. The total cost to the County for said services shall not exceed Eighty-One Thousand Five Hundred dollars and zero cents (\$81,500.00)

For services described in Exhibit A, Division II, Task L, Phase I Standalone Roadway Plans, the Firm shall be paid a lump sum fee. The total cost to the County for said services shall not exceed Twenty-Seven Thousand Nine Hundred dollars and zero cents (\$27,900.00)

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. This design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task J, K and L, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract(s) is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 95% of the design fee as outlined above.

(3) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the design fee.

I. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Six Thousand Three Hundred Ninety dollars and Eighteen cents (\$6,390.18).

Inspection Services during Construction are not included in this Agreement

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Seven Five (2.75) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Forty-Nine Thousand Six Hundred Ninety-Four dollars and Eighty-One cents (\$49,694.81).

2. For its services described in Exhibit A, Division III, Task A - General Construction Support, the Firm shall be paid for at the rate of Two point seven five (2.75) times the direct salaries or wages paid to the approved personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Seventy-Nine Thousand Two Hundred dollars (\$79,200.00).

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

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 Number 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 Contract. 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/WBE's") as defined in Section 101 of Local Law Number 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 to 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 (10) working days 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 along 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/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual

- provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (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 of 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 Provisions (a), (b), and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by Provisions (a), (b), and (c) shall so be 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 the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is 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 (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 the Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part of parts of the contracted work of a prime contractor providing services, including construction services, the County pursuant to a County contract, services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a County contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department Head approval prior to subcontracting shall not apply to Inter-Governmental Agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal Government is not required.

**Contract Appendix L
Certificate of Compliance**

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

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

John D. Cameron, Jr., P.E. (Name)

177 Crossways Park Drive, Woodbury, NY 11797 (Address)

(516) 827-4900 x230 (Telephone Number)

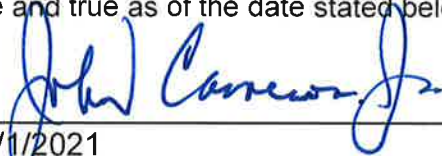
2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

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

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

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

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


Dated 6/1/2021
~~Signature of Chief Executive Officer~~ Managing Partner

John D. Cameron, Jr., P.E.
~~Name of Chief Executive Officer~~ Managing Partner

Sworn to before me this

03 day of June, 20 21


Notary Public

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01W16357883
My Commission Expires May 1, 20 25

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, Joseph R. Amato, PE, LEED AP 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: Cameron Engineering & Associates, LLP

Vendor's Address: 177 Crossways Park Drive Woodbury NY US 11797

Vendor's EIN or TIN: 11-3313855

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
07/22/2021 12:22:49 PM

Lobbyist Registration and Disclosure Form:
07/22/2021 12:28:48 PM

Business History Form certified:
07/22/2021 12:27:25 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
07/23/2021 03:07:02 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]	07/22/2021 12:13:15 PM
John D. Cameron, Jr., P.E. [JDC@CAMERONENGINEERING.COM]	07/22/2021 12:02:46 PM
Janice Jijina, PE, AICP CEP, LEED AP [JJIJINA@CAMERONENGINEERING.COM]	07/22/2021 12:10:38 PM
Andrew L. Narus, PE, CCM [ANARUS@CAMERONENGINEERING.COM]	07/22/2021 12:20:53 PM
Mark Wagner, CEP, LEED AP [MWAGNER@CAMERONENGINEERING.COM]	07/22/2021 12:17:47 PM
Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]	07/22/2021 12:19:24 PM
Richard J. Zapolski, Jr., P.E. [RZAPOLSKI@CAMERONENGINEERING.COM]	07/22/2021 12:14:43 PM
Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]	07/22/2021 12:16:12 PM

I, Joseph R. Amato, PE, LEED AP 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."

Joseph R. Amato, PE JRA@CAMERONENGINEERING.COM

Name

Senior Partner

Title

Cameron Engineering & Associates, LLP

Name of Submitting Entity

07/23/2021 03:34:05 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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:
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/22/2021 12:22:49 PM

Vendor: Cameron Engineering

Title: Senior 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.

No person/organization is registered as a lobbyist.

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

No person/organization is registered as a lobbyist.

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

No person/organization is registered as a lobbyist.

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

No person/organization is registered as a lobbyist.

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

No person/organization is registered as a lobbyist.

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/22/2021 12:28:48 PM

Vendor: Cameron Engineering

Title: Senior 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: Andrew L. Narus
Date of birth: 12/25/1952
Home address: 52 Moriches Ave.
City: East Moriches State/Province/Territory: NY Zip/Postal Code: 11940
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 5162245202

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2019</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Narus Technologies PE PLLC

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, Andrew L. Narus, PE, CCM , 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, Andrew L. Narus, PE, CCM , 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.

Cameron Engineering

Name of submitting business

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

Andrew L. Narus, PE, CCM [ANARUS@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:20:53 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John D. Cameron, Jr., PE
Date of birth: 07/06/1949
Home address: 77 Maple Avenue, #306
City: Rockville Centre State/Province/Territory: NY Zip/Postal Code: 11570
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: (516) 827-4900

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Managing Partner	01/07/1985

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

YES ☒ NO ☐ If Yes, provide details.

80% Share of Ownership.

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.

Cameron Engineering & Associates of New York, PLLC - Owner
Cameron Engineering, Planning and Landscape Architecture, P.C. - Owner
Long Island Regional Planning Council, Chairman
East End Recycling & Compositing Co., L.P.- Partner
Omni East End, Inc. - President
Bayfront Development Group, LLC - Officer

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.

March 2018 - Client: New York Police Department - Structural Engineering Services at 235 East 20th Street -
Cameron Engineering & Associates of New York, PLLC

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, John D. Cameron, Jr., P.E. , 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, John D. Cameron, Jr., P.E. , 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.

Cameron Engineering

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John D. Cameron, Jr., P.E. [JDC@CAMERONENGINEERING.COM]

Managing Partner

Title

07/22/2021 12:02:46 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Janice Jijina, PE, AICP CEP, LEED AP
Date of birth: 11/11/1955
Home address: 2850 Lee Place
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 516-827-4900

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer (Secretary)

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, Janice Jijina, PE, AICP CEP, LEED AP , 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, Janice Jijina, PE, AICP CEP, LEED AP , 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.

Cameron Engineering

Name of submitting business

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

Janice Jijina, PE, AICP CEP, LEED AP [JJIJINA@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:10:38 PM

Date

PROFESSIONAL CORPORATION TRIENNIAL STATEMENT

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Office of the Professions-PC Unit
89 Washington 2nd Floor
Albany, NY 12234

CAMERON ENGINEERING PLANNING AND LANDSCAPE ARCHITECTURE PC
177 CROSSWAYS PARK DR
WOODBURY NY 11797-0000

PSC Number: 017844

Statement Filing Date: 03/01/21

Amount Due: \$ 105

↑ DO NOT DETACH ↑

PSC Number: 17 017844 CAMERON ENGINEERING PLANNING AND LANDSCAPE ARCHITECTURE PC

Instructions

Business Corporation Law 1514 provides that each Professional Service Corporation shall triennially furnish a statement to the Licensing authority listing the name and residence address of each shareholder, officer and director of such corporation certifying that all such individuals are authorized by law in this State to practice a profession which such corporation is authorized to practice. The statement shall be signed by the president or any vice president of the corporation and attested to by the secretary or any assistant secretary of the corporation.

NOTE: Any changes to the corporation's shareholders, officers or directors should be reported in writing to the department within 30 days.

Follow the instructions 1-2 below and 3-9 on the reverse side.

- Review the information below regarding the shareholders, officers and directors of the above corporation. Please make any needed changes to residence address in the corresponding section below each name. New shareholders, officers and directors should be added in Item #6 on the reverse side. If you have more than four, we are not able to list them below. Please attach a separate sheet indicating all shareholders, officers and directors, current residence address and license number.

Current Shareholders, Officers and Directors

A. MCANDREW KEVIN MICHAEL
~~39 BEDELL PLACE~~
~~AMITYVILLE NY 11701-0000~~
04 001173 (0321)

B. AMATO JOSEPH R
307 LAWN LANE
UPPER BROOKVILLE NY 11771-0000
16 056484 (0124)

16 Grace Lane
Lindenhurst, NY 11757
Residence Address

Residence Address

C. CAMERON JOHN D JR
77 MAPLE AVENUE
UNIT 306
ROCKVILLE CENTRE NY 11570-0000
16 056898 (0621)

D. JIJINA JANICE LEE
2850 LEE PLACE
BELLMORE NY 11710-0000
16 082504 (1022)

Residence Address

Residence Address

- PRIVACY NOTIFICATION:** The authority to request personal information from you, including identifying numbers such as Federal Social Security and Federal Employer Identification Numbers, and the authority to maintain such information is found in Section 5 of the Tax Law. This information will be used for tax administration purposes. The law requires that you enter your Federal Employer ID# below:

FEDERAL EMPLOYER ID NUMBER

11-2730663

A) Identify your business entity and the people for whom information is required:

TYPE OF BUSINESS ENTITY	INFORMATION REQUIRED FOR:
Professional Corporations	All Shareholders, Officers and Directors
Limited Liability Companies	Members/Managers
Limited Liability Partnerships/Partnerships	Partners
Foreign Professional Corporations	New York Licensees
Business Corporations under Section 7209 (Grandfather Corporations)	CEO

B) Complete the information requested below for each individual:

Name and Residence Address	NYS License Number	List Positions Held in Business Entity
1. Joseph P. Amato 307 Lawn Lane Upper Brookville NY 11771	056484	Treasurer
2. John D. Cameron Jr 59 Royal Court Rockville Centre NY 11570	056898	President
3. Kevin M. McAndrew 448 W. Bleeker Dr North Massapequa NY 11758	001173	Vice President
4. Grace Gijira 2850 Lee Place Bellmore, NY 11710	82504	Secretary
5.		

ATTESTATION

I, Joseph R. Amato, affirm under penalty of perjury that all statements herein are true and correct; in the case of partnerships, that said partnership has complied with the provisions of the partnership law of this State and that each of the said partners is in good standing. I understand that any false or misleading statements submitted in this renewal statement or related statements in support of this application will be cause for denial of the renewal or revocation of the certificate of authorization issued pursuant thereto and would constitute professional misconduct for a licensee.

Signature of individual authorized to attest

Date

Print name

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: Joseph R. Amato, PE, LEED AP
Date of birth: 02/12/1951
Home address: 307 Lawn Lane
City: Upper Brookville State/Province/Territory: NY Zip/Postal Code: 11771
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: (516) 827-4900

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Partner 1997 - 2008 Senior Partner 2008-Present	06/24/1991

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

YES ☒ NO ☐ If Yes, provide details.

20% Share of Ownership

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.

Cameron Engineering & Associates of New York,. PLLC - Owner
Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer

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.

March 2018 - Client: New York Police Department - Structural Engineering Services at 235 East 20th Street -
Cameron Engineering & Associates of New York, PLLC

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, Joseph R. Amato, PE, LEED AP , 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, Joseph R. Amato, PE, LEED AP , 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.

Cameron Engineering

Name of submitting business

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

Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Senior Partner

Title

07/22/2021 12:13:15 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael J. Hults
Date of birth: 02/28/1973
Home address: 49 Manchester Road
City: Huntington State/Province/Territory: NY Zip/Postal Code: 11743
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 516-224-5269

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2017</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Michael J. Hults, PE, LEED AP , 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, Michael J. Hults, PE, LEED AP , 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.

Cameron Engineering

Name of submitting business

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

Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:16:12 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Mark Wagner
Date of birth: 02/24/1954
Home address: 663 Tanglewood Rd
City: West Islip State/Province/Territory: NY Zip/Postal Code: 11795
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 516-224-5263

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Mark Wagner, CEP, LEED AP , 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, Mark Wagner, CEP, LEED AP , 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.

Cameron Engineering

Name of submitting business

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

Mark Wagner, CEP, LEED AP [MWAGNER@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:17:47 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Nicholas A. Kumbatovic
Date of birth: 03/31/1967
Home address: 77 Estate Drive
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753
Country: US

Business Address: 177 Crossways Park Drive
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797
Country: US
Telephone: 516-224-5267

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Nicholas A. Kumbatovic, PE, LEED AP , 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, Nicholas A. Kumbatovic, PE, LEED AP , 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.

Cameron Engineering

Name of submitting business

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

Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]

Partner

Title

07/22/2021 12:19:24 PM

Date

Business History Form

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

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

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

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

Date: 07/22/2021

1) Proposer's Legal Name: Cameron Engineering & Associates, LLP

2) Address of Place of Business: 177 Crossways Park Drive

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

Country: US

Address: 100 Sunnyside Blvd

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

Country: US

Start Date: 01-JAN-05

End Date: 31-DEC-16

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 003688033

5) Federal I.D. Number: 113313855

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:

The following companies whereby John D. Cameron, Jr., is principal owner and/or officer, namely Omni East End, Inc. and Cameron Engineering, Planning and Landscape Architecture, PC, utilize the office at 177 Crossways Park Drive, Woodbury for mailing address purposes only. The Vendor, Cameron Engineering & Associates, LLP, does not share staff, expenses or equipment with these entities.

At times of increased workload, Cameron Engineering & Associates, LLP will utilize the staff on a sub-

consultant basis from Cameron Engineering & Associates of New York, PLLC to supplement the staff for project needs, and vice versa. The companies are both owned by John D. Cameron, Jr., PE, and Joseph R. Amato, PE. No office space or equipment expenses are shared.

- 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:

Cameron Engineering & Associates of New York, PLLC (Affiliate)

Cameron Engineering, Planning and Landscape Architecture, P.C. (Affiliate)

- 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.

As part of our extensive QA/QC procedures, all Firm principals, partners, and upper level staff members are thoroughly aware of clients and projects outside their specific departments. Cameron Engineering policy and the ethical requirements of our staff members' Professional Engineering licenses require us to research potential conflicts of interest prior to establishing a work relationship with potential new clients. Our firm has indeed turned away multiple new projects due to an actual or perceived conflict of interest that might have resulted.

- 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;

07/25/1997

- 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: BHF_A.ii_Ownership Information_Financial Interest.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: BHF_A.iii_List of officers and directors_Jun 28 2021.pdf

- iv) State of incorporation (if applicable);
 NY
- v) The number of employees in the firm;
 105
- vi) Annual revenue of firm;
 21243287
- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Cameron Engineering_Awards 2021.pdf

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

1 File(s) Uploaded: CEA Certificate of Authority_Expires 2023.pdf

- B. Indicate number of years in business.

36

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

Cameron Engineering has been successfully working with Nassau County for 36 years.

- 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	Greater Atlantic Beach Water Reclamation District		
Contact Person	Keith Pearsall, Superintendent		
Address	2150 Bay Blvd., P.O. Box 128		
City	Atlantic Beach	State/Province/Territory	NY
Country	US		
Telephone	(516) 239-6777		
Fax #	(516) 239-0088		
E-Mail Address	keithpearsall59@gmail.com		

Company	Suffolk County Dept. of Public Works		
Contact Person	Janice McGovern, PE		
Address	360 Yaphank Ave, Suite 2B		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4188		
Fax #			
E-Mail Address	janice.mcgovern@suffolkcountyny.gov		

Company	City of Long Beach		
Contact Person	Joe Febrizio		
Address	1 West Chester Street		
City	Long Beach	State/Province/Territory	NY
Country	US		
Telephone	(516) 431-1000		
Fax #			
E-Mail Address	jfebrizio@longbeachny.gov		

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

CERTIFICATION

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

Name of submitting business: Cameron Engineering

Electronically signed and certified at the date and time indicated by:
Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Senior Partner
Title

07/22/2021 12:27:25 PM
Date

Date: June 28, 2021

BUSINESS HISTORY FORM

A.ii

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner

Cameron Engineering & Associates, LLP

John D. Cameron, Jr., P.E., Managing Partner
77 Maple Avenue, #306
Rockville Centre, NY 11570

Joseph R. Amato, P.E., LEED AP, Senior Partner
307 Lawn Lane
Upper Brookville, NY 11771

Date: June 28, 2021

BUSINESS HISTORY FORM

A.iii

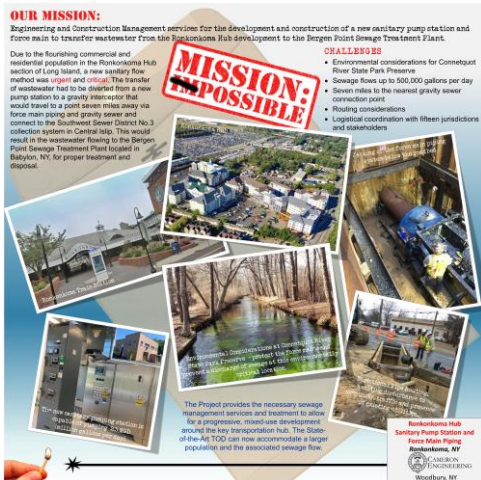
Name, address and position of all officers and directors of the company

Cameron Engineering & Associates, LLP

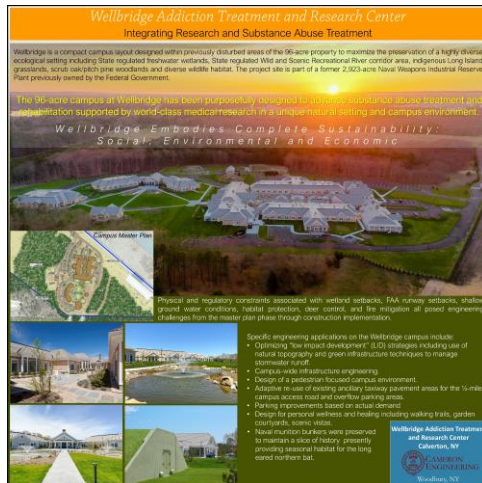
John D. Cameron, Jr., P.E.	77 Maple Avenue, #306 Rockville Centre, NY 11570	Managing Partner
Joseph R. Amato, P.E., LEED AP	307 Lawn Lane Upper Brookville, NY 11771	Senior Partner
Mark Wagner, CPE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Principal
Michael J. Hults, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
*Kevin McAndrew, RLA, AICP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Nicholas A. Kumbatovic, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Andrew L. Narus, PE, CCM	177 Crossways Park Drive Woodbury, NY 11797	Partner
Janice Jijina, PE, AICP CEP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Richard J. Zapolski, Jr., PE	177 Crossways Park Drive Woodbury, NY 11797	Associate Partner

*Kevin McAndrew, RLA, AICP, LEED AP has retired from Cameron Engineering.

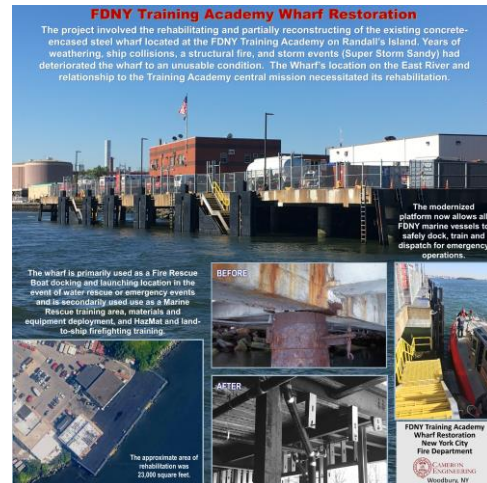
ENGINEERING EXCELLENCE AWARDS



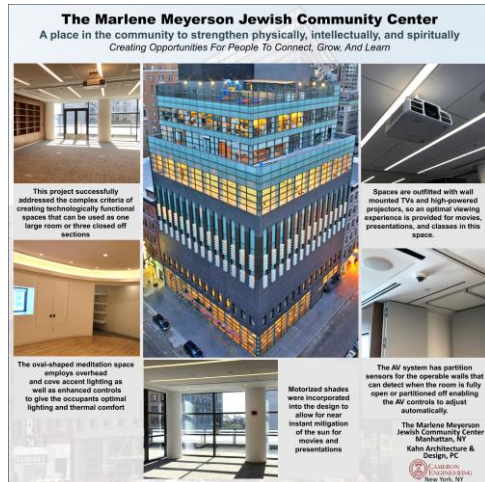
Ronkonkoma Hub Sanitary Pump Station and Force Main Piping
2021 ACEC NY Engineering Excellence
Diamond



Wellbridge Addiction Treatment and Research Center
2021 ACEC NY Engineering Excellence
Gold



FDNY Training Academy Wharf Restoration
2021 ACEC NY Engineering Excellence
Gold



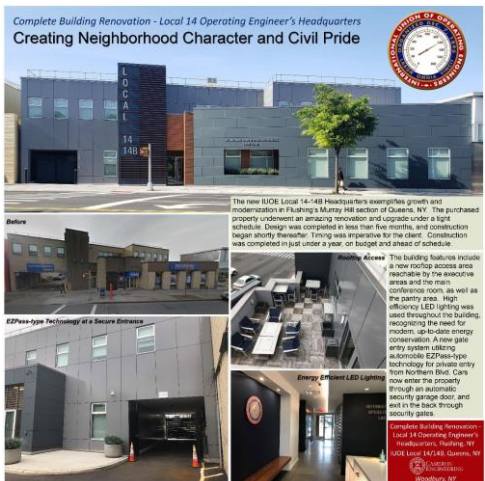
Marlene Meyerson Jewish Community Center
2021 ACEC NY Engineering Excellence
Silver



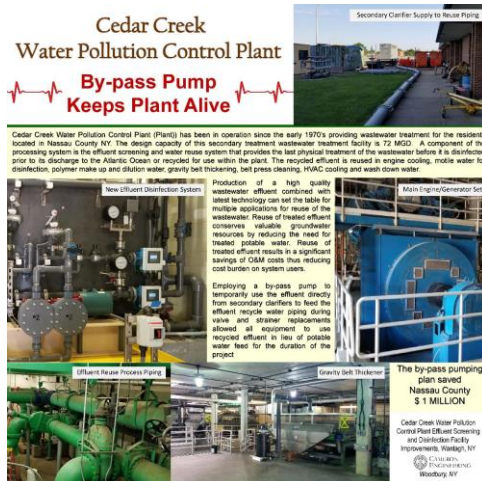
Loeb Boathouse Improvements at Central Park
2020 ACEC NY Engineering Excellence
Platinum



Inwood & North Lawrence Zoning Initiative
2020 ACEC NY Engineering Excellence
Gold



Complete Building Renovation - Local 14 Operating Engineer's Headquarters
2020 ACEC NY Engineering Excellence
Gold



Cedar Creek WWTP Effluent Screening
2020 ACEC NY Engineering Excellence
Gold



Copiague Commons
2019 ACEC NY Engineering Excellence
Gold

ENGINEERING EXCELLENCE AWARDS

Infrastructure Upgrades at 1407 Broadway
2019 ACEC NY Engineering Excellence
Gold

Effluent Dechlorination at Long Beach WWTP
2019 ACEC NY Engineering Excellence
Silver

Clean & Green Biosolids Processing Facility
2018 ACEC NY Engineering Excellence
Diamond
2018 ACEC National Recognition

FDNY Randall's Island Water Reclamation
2018 ACEC NY Engineering Excellence
Diamond
2018 ACEC National Recognition

NYSERDA Clean Energy Communities
2018 ACEC NY Engineering Excellence
Gold

Columbia University SASS
2018 ACEC NY Engineering Excellence
Gold

Molloy College Center for Nursing
2017 ACEC NY Engineering Excellence
Gold

Wyandanch Village
2017 ACEC NY Engineering Excellence
Platinum

Bay Park Infrastructure Improvements
(In Association with Hazen and Sawyer)
2017 ACEC NY Engineering Excellence
Platinum

Long Island Tidal Wetlands Trends Analysis
2016 ACEC NY Engineering Excellence
Diamond

Floral Park Aquatic Complex
2016 ACEC NY Engineering Excellence
Gold

Hofstra Northwell School of Medicine
2016 ACEC NY Engineering Excellence
Gold

Bergen Point WWTP Effluent UV Disinfection
2015 ACEC NY Engineering Excellence
Gold

Eastport-South Manor Primary School
2015 ACEC NY Engineering Excellence
Gold

The Museum of American Armor
2015 ACEC NY Engineering Excellence
Silver

Glen Cove Ferry Terminal and Boat Basin
2014 ACEC NY Engineering Excellence
Diamond

Sacred Heart Academy
2014 ACEC NY Engineering Excellence
Silver

Widex USA, Inc.- Corporate Headquarters
2014 ACEC NY Engineering Excellence
Silver

Forge River Watershed Management Plan
2013 ACEC NY Engineering Excellence
Platinum

St. Joseph's College Athletic Complex
2013 ACEC NY Engineering Excellence
Gold

**Village of Greenport WPCP
Phase II BNR/ UV Upgrade**
2013 ACEC NY Engineering Excellence
Platinum

TONH Community Center
2013 ACEC NY Engineering Excellence
Platinum

Molloy College Campus Center
2012 ACEC NY Engineering Excellence
Silver

Manorhaven Beach Park Pool Complex
2012 ACEC NY Engineering Excellence
Diamond

Massapequa Creek Restoration
2012 ACEC NY Engineering Excellence
Gold

Mill Pond Water Quality Improvements
2011 ACEC NY Engineering Excellence
Platinum

Morrelly Homeland Security Center
2011 ACEC NY Engineering Excellence
Gold

Bay Walk Park
2011 ACEC NY Engineering Excellence
Silver

**Morris County Correctional Facility
Security System Upgrade**
2010 ACEC NY Engineering Excellence
Silver

Stone Hill at Muttontown
Conservation Easement Planning
2009 ACEC NY Engineering Excellence
Silver

The Ritz-Carlton Residences
Baltimore Inner Harbor, Maryland
2009 ACEC NY Engineering Excellence
Silver

**The Business & Research Center At
Garden City**
Lifetime Brands, 1000 Stewart Ave.
2008 ACEC NY Engineering Excellence
Platinum
2007 Consulting-Specifying Engineering
ARC Awards
Silver

**North Shore Hebrew Academy
High School Campus**
2008 ACEC NY Engineering Excellence
Gold **Calverton Camelot –
Conservation Subdivision**
2007 ACEC NY Engineering Excellence
Silver

**Suffolk County Community College
Electrical Distribution Systems**
2007 ACEC NY Engineering Excellence
Silver

Aircraft Noise Abatement St. Joachim School
2006 ACEC NY Engineering Excellence
Gold

Harborview Mid-Rise Luxury Complex
2006 ACEC NY Engineering Excellence
Silver

**Massapequa Preserve Streamflow
Augmentation & Pond Restoration Study**
Nassau County DPW
2005 Silver ACEC NY Engineering Excellence

Long Beach Parking Facility MTA - Long Island Rail Road
2005 ACEC NY Engineering Excellence
Gold

Biological Nutrient Removal Retrofit – Glen Cove WPCP
2005 NYSDEC Environmental Excellence
2005 ACEC NY Engineering Excellence
Gold

NYC SCA Glen Oaks Campus
2004 ACEC NY Engineering Excellence
Diamond
2004 ACEC National Recognition

Dean G. Skelos Sports Complex
Village of Rockville Centre
2004 ACEC NY Engineering Excellence
Gold

Lido Beach Phase II - Water Main Improvements
Town Of Hempstead-Water Department
2004 ACEC NY Engineering Excellence
Gold

Other Awards Prior



**CAMERON
ENGINEERING**

**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

**CAMERON ENGINEERING & ASSOCIATES LLP
177 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797-2016**

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



CERTIFICATE NUMBER
0017975


BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Cameron Engineering & Associates, LLP

Address: 177 Crossways Park Drive

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

Country: US

2. Entity's Vendor Identification Number: 113313855

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 Q4_CCV_07.22.2021.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.

Cameron Engineering & Associates, LLP is owned by two individuals - John D. Cameron, Jr., PE, and Joseph R. Amato, PE. The third owner is a professional corporation - Cameron Engineering, Planning and Landscape Architecture, P.C.

1 File(s) uploaded Q5_CCV_07.22.2021.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.

Cameron Engineering & Associates of New York, PLLC
Cameron Engineering, Planning & Landscape Architecture, PC

1 File(s) uploaded Q6_CCV_07.22.2021.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):

There are NO lobbyists utilized.

(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:

Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 07/23/2021 03:07:02 PM

Title: Senior 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.



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive
1411 Broadway, Suite 610
303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797
New York, NY 10018
White Plains, NY 10603

(516) 827-4900
(212) 324-4000
(914) 721-8300

Active Member of **ACEC New York**
American Council of Engineering Companies of New York

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Jijina, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Michael J. Hults, P.E.
Andrew L. Narus, P.E., CCM

Associate Partner
Richard J. Zapolski, Jr., P.E.

Senior Associates
Glenn DeSimone, P.E., CPE
Stephen Hadjiyane, P.E., BCEE
Michael A. De Giglio, R.L.A.

Associate
Sarah Oral, P.E.

July 22, 2021

County of Nassau Consultants, Contractor's and Vendor's Disclosure Form

Question 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):

John D. Cameron, Jr., PE – Managing Partner	77 Maple Avenue, Rockville Centre, NY 11570	Partner and Owner
Joseph R. Amato, PE, LEED AP – Senior Partner	307 Lawn Lane, Upper Brookville, NY 11771	Partner and Owner
Mark Wagner, CPE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Michael J. Hults, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Nicholas A. Kumbatovic, PE, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Andrew L. Narus, PE, CCM	177 Crossways Park Drive Woodbury, NY 11797	Partner
Janice Jijina, PE, AICP CEP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner
Richard J. Zapolski, Jr., PE	177 Crossways Park Drive Woodbury, NY 11797	Partner
Kevin McAndrew, RLA, AICP, LEED AP	177 Crossways Park Drive Woodbury, NY 11797	Partner

“Celebrating Over 35 Years of Excellence in Planning and Engineering”

www.cameronengineering.com



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive
1411 Broadway, Suite 610
303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797 (516) 827-4900
New York, NY 10018 (212) 324-4000
White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**
American Council of Engineering Companies of New York

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Jijina, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Michael J. Hults, P.E.
Andrew L. Narus, P.E., CCM

Associate Partner
Richard J. Zapolski, Jr., P.E.

Senior Associates
Glenn DeSimone, P.E., CPE
Stephen Hadjiyane, P.E., BCEE
Michael A. De Giglio, R.L.A.

Associate
Sarah Oral, P.E.

July 22, 2021

County of Nassau Consultants, Contractor's and Vendor's Disclosure Form

Question 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.

John D. Cameron, Jr., PE Managing Partner	41.8% Owner (Individual Shareholder)	77 Maple Avenue, Rockville Centre, NY 11570
Joseph R. Amato, PE, LEED AP Senior Partner	20% Owner (Individual Shareholder)	307 Lawn Lane, Upper Brookville, NY 11771
Cameron Engineering, Planning and Landscape Architecture, P.C.	38.2% (Private Company)	
Mark Wagner, CPE, LEED AP	Principal	177 Crossways Park Drive Woodbury, NY 11797
Michael J. Hults, PE, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Nicholas A. Kumbatovic, PE, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Andrew L. Narus, PE, CCM	Partner	177 Crossways Park Drive Woodbury, NY 11797
Janice Jijina, PE, AICP CEP, LEED AP	Partner	177 Crossways Park Drive Woodbury, NY 11797
Richard J. Zapolski, Jr., PE	Associate Partner	177 Crossways Park Drive Woodbury, NY 11797



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
1411 Broadway, Suite 610 New York, NY 10018 (212) 324-4000
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**
American Council of Engineering Companies of New York

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Jijina, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Michael J. Hults, P.E.
Andrew L. Narus, P.E., CCM

Associate Partner
Richard J. Zapolski, Jr., P.E.

Senior Associates
Glenn DeSimone, P.E., CPE
Stephen Hadjiyane, P.E., BCEE
Michael A. De Giglio, R.L.A.

Associate
Sarah Oral, P.E.

July 22, 2021

In accordance with Question 6 on the CCV of the Vendor Portal:

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.

Cameron Engineering, Planning & Landscape Architecture, P.C.
Cameron Engineering & Associates of New York, PLLC

NEITHER OF THESE AFFILIATES WILL TAKE ANY PART OF THE PERFORMANCE OF ANY CONTRACT.



CAMERONENG

ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2021

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Cameron Engineering & Associates, LLP Cameron Engineering Planning and Landscape Architecture, PC. 177 Crossways Park Drive Woodbury, NY 11797	INSURER A : Sentinel Insurance Company, LTD (XV) A+		11000
	INSURER B : Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			08SBWNN6997	5/7/2021	5/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08UEGAA8903	5/7/2021	5/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBWNN6997	5/7/2021	5/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	08WEGEL7844	5/7/2021	5/7/2022	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If AI box is checked, GL Endorsement Form# SS 00 08 0405 and Auto Endorsement Form# HA 99 17 1112, to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Park/Beech Street Complete Streets and Drainage Improvements Contract # CFPW16000057

CERTIFICATE HOLDER

CANCELLATION

Nassau County 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2021

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: ALYSON GRAZIOSI PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: AGRAZIOSI@CRPGRP.COM FAX (A/C, No): 516-470-0338
INSURED Cameron Engineering & Associates, LLP 177 Crossways Park Drive Woodbury NY 11797	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1809960725**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY			AEC-9044213-03	5/7/2021	5/7/2022	\$5,000,000 \$5,000,000 \$50,000/\$150,000 EACH CLAIM AGGREGATE DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(B) Cyber Liability; Carrier: Lloyd's; Policy #ASJ20H007922; Eff.: 02/14/2021 - Exp. 02/14/2022; Limit: \$5,000,000.
RE: Park/Beech Street Complete Streets and Drainage Improvements
Contract # CFPW16000057

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Avenue
Mineola NY 11501

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 13, 2020

SUBJECT: Recommendation: AMENDMENT to GOSR Beech Street/Park Street Complete Streets and Drainage Improvements Contract - Cameron Engineering
Contract No.: CFPW16000057

The Department of Public Works ("Department") requires additional design work to be completed by Cameron Engineering. The additional work consists of separating the design plans for the GOSR Beech Street/Park Street Complete Streets and Drainage Improvements project into Roadway plans and Signal plans. After reviewing the construction timeline for the project, it became evident that, given the pending GOSR deadline and the lead time needed for New York State Department of Transportation (NYSDOT) to approve the signal plans, the design plans would need to be separated to create a two (2) coordinated but distinct projects which would allow the GOSR-funded elements to be completely constructed by the HUD-imposed deadline of February 2022. To implement this phased approach, DPW requested in the spring of 2020 that Cameron Engineering immediately begin separating the in-progress signal plans from the civil/roadway plans and commence the preparation of stand-alone civil/roadway plans, in the interest of adhering to the HUD-imposed deadline.

The impact of the COVID 19 pandemic on potential County funding, and concerns of the local County Legislator and State Senator, caused the Department to identify a segment of the project that would maximize the GOSR funding and limit the extent of County funding. The Department, in conjunction with Cameron Engineering, selected a segment (Phase I) between the Long Beach City border and the Atlantic Beach Club as a base bid. An alternate in the bid would extend the Phase I segment west to Yates Avenue/Inc. Village of Atlantic Beach border. Phase I would also address a drainage issue at the intersection of Dutchess Boulevard @ Park Street in the Village, as requested by the Inc. Village of Atlantic Beach Mayor. Considering the impending HUD deadline, the Department has authorized Cameron Engineering to prepare final plans for the Phase I (base bid and alternate) standalone project.

The additional design work indicated above will require a contract amendment. The additional design tasks and associated cost is summarized below:

Scope of Work - Separation of Plans – Roadway Plans \$81,500

The "stand-alone" roadway plans shall include all realignment, drainage, and other roadway improvements included in the previously submitted 90% plans and shall incorporate all comments received from Nassau County during the constructability review.

Due to the realignment of portions of Park Street/ Beech Street there are several signal elements that shall be included in the roadway design including but not limited to relocation of poles that would otherwise now be in the middle of the road due to the road's realignment, installation of all conduit but not all wiring, modifications to existing signals to conform with MUTCD in the interim before the official signal project gets constructed, replacing traffic loops during road construction, etc. Roadway plans shall include updated specifications and cost estimate(s), as needed.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

November 13, 2020

Page two

SUBJECT: Recommendation: AMENDMENT to GOSR Beech Street/Park Street Complete Streets and Drainage Improvements Contract - Cameron Engineering
Contract No.: CFPW16000057

Phase I Standalone Roadway Plans \$27,900.00

Final biddable plans and specifications would be prepared for a base bid and alternative bid. The base bid would consist of all major work between Atlantic Beach Club and Nevada Ave, plus the intersection of Dutchess Boulevard. The alternate bid would consist of all major work between Yates Avenue and Nevada Avenue, plus the intersection of Dutchess Boulevard. The leaching pipe in this alternative will be reduced to one 18-in diameter perforated pipe to minimize disturbance to the concrete base of the road.

Given the unknown duration of the pandemic, and its impact on County capital funding, implementation of the full limits of the project may be significantly delayed. The Contract currently includes a clause that withholds the last fifteen percent (15%) of the final design fee until the project has been constructed. Considering uncertainty surrounding full project implementation, Cameron has requested that it be paid for up to one hundred percent (100%) of the final design fee. The final 15% of the design fee, accounting for the amended scope/cost described in this memo, is roughly \$75,000.

The Department recommends the approval of an amendment to Contract # CFPW16000057 with Cameron Engineering to incorporate the additional scope related to the Separation of Plans and Phase I standalone plans for an additional cost \$109,400.00. It is also recommended that the 15% final design fee withholding be reduced to five percent (5%). This withholding would provide enough funding to cover any potential design questions during the construction of Phase I.

Please let us know if you have any questions or concerns. Thank you.



Kenneth G. Arnold
Commissioner

KGA:SS:las

c: Sean E. Sallie, Deputy Commissioner
Rakhal D. Maitra, Deputy Commissioner, Department of Public Works
Harold Lutz, Director of Traffic Engineering
Christopher Paggi, Assistant Director Transportation
Joseph Cuomo, Planner II, Project Manager
CariAnn Palmese, Program Manager, Armand Corporation

APPROVED:

DISAPPROVED:

 11/13/2020

Brian J. Schneider
Deputy County Executive

Date

Brian J. Schneider
Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: December 14, 2020

SUBJECT: Retroactive Contract Amendment - Justification Memo
Park/Beech Street Complete Streets and Drainage Improvements
Contract # CFPW16000057

The Department of Public Works is requesting to retroactively amend the existing personal service agreement for CFPW16000057, a design service agreement with Cameron Engineering, for the purpose of adding additional budget to allow for design alterations in anticipating of phasing project implementation. The Department seeks the retroactive amendment request in order to provide continuity of services for the Park/Beech Street Complete Streets and Drainage Improvement Project.

The project is currently in the final design phase. Final design alternatives have been developed over the past eighteen (18) months to conform and adapt to individual funding and approval timeframes of the New York State Department of Transportation (NYSDOT) and the Governor's Office of Storm Recovery (GOSR). During the final design phase of the project, it became apparent that civil and traffic plans would need to be drafted as separate design packages (final plans and specifications) to implement/construct the project in multiple phases. The need to phase construction, civil and traffic signals, is the result of the expected time for NYSDOT to review the traffic signal portion of the project. Separation of plans and project phasing is critical to allow for the non-signal portion of the project to meet the GOSR/HUD imposed construction completion deadline of February 2022. Staff felt there was great risk in advancing the project unphased, which would rely on an expedited NYSDOT approval.

In the fall of 2020, it became apparent that the County would not be able to commit to funding the full extent of the Project, given the impact of the pandemic. Local and State elected officials were concerned that the construction of this important infrastructure project would not be initiated or significantly delayed. As a result, the Department requested from Cameron a construction estimate for a segment of the overall project which would be funded primarily through the GOSR grant. After receiving and reviewing the estimate, the Department authorized Cameron to draft final engineering plans and specifications for a standalone segment of the project.

The additional design task for the standalone segment phase is scheduled to be completed in early January 2021, with construction bidding expected in late January 2021. Construction commenced in the spring of 2021 will allow the project to be completed by the GOSR-imposed deadline of February 2022.

The Contract was initially amended in June 2019 to include scope for designing the traffic signals within the project corridor. The term of the Contract was also extended to end with the completion of construction. The proposed Amendment is consistent with the first amendment and would allow for full design (civil and traffic signals) of a standalone segment of the project which would be bid for construction in January 2021.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

December 14, 2020

Page two

SUBJECT: Retroactive Contract Amendment - Justification Memo
Park/Beech Street Complete Streets and Drainage Improvements
Contract # CFPW16000057

The conception of this amendment is tied to the request for additional funds by Cameron Engineering in May of 2020. The separation of plans (civil and traffic signals) had been authorized by Department in late 2019 but was not thought to require an amendment. Upon commencing the associated design work, Cameron realized the existing contract budget would need to be increased to account for the hours spent on the task. In June of 2020, the Department began the process of vetting Cameron's request for additional funds and preparing an amendment for Legislative consideration.

In August 2020 through October 2020, the Department was considering pausing the project due to the pandemic's impact on potential County funding. Concerns over a full pause from the local County Legislator and State Senator, caused the Department to identify a segment of the project that would maximize the GOSR funding and limit the extent of County funding. Given the impending HUD deadline, the Department authorized Cameron Engineering to prepare final plans for the Phase I (base bid and alternate) standalone project.

The standalone project will also require an amendment to the contract to add budget for the creation of standalone design plans and additional project phasing. The Department has been working on the combined amendment since November 2020.

In conclusion, the Department finds that the proposed retroactive contract amendment is in the best interest of the County to ensure the delivery of this important storm resiliency infrastructure project. Authorizing Cameron Engineering to proceed prior to the execution of an amendment was necessitated by the looming GOSR/HUD deadline for completing construction by February 2022, and feedback from elected officials who are concerned about the storm resiliency and safety of the Park/Beech Street corridor.

The Department recommends the approval of the retroactive amendment to allow for separated civil and traffic plans and completion of standalone plans and specifications for Phase I of the project.



Kenneth G. Arnold
Commissioner

KGA:SS:las

c: Sean Sallie, Deputy Commissioner

APPROVED:

DISAPPROVED:

 12/15/2020

Brian J. Schneider
Deputy County Executive

Date

Brian J. Schneider
Deputy County Executive

Date

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)

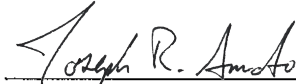
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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.

Joseph R. Amato, PE, LEED AP - Senior Partner

Name and Title of Authorized Representative

m/d/yy



04/08/2021

Signature

Date

Cameron Engineering & Associates, LLP

Name of Organization

177 Crossways Park Drive, 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.



E-133-19

NIFS ID:CLPW19000005 Department: Public Works

Capital: X

SERVICE: GOSR-Beech/Park St Compl Sts/Drain-Amend I-H63400-03CR

Contract ID #:CFPW16000057

NIFS Entry Date: 15-APR-19

Term: from 10-APR-19 to 09-APR-20

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

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

Vendor Info:	
Name: Cameron Engineering & Associates	Vendor ID#: 113313855
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Sarah Oral
	Phone: 516-224-5237

Department:
Contact Name: Sean Sallie
Address: 1194 Prospect Ave. Westbury, NY 11590
Phone: 516-571-9342

Routing Slip

Department	NIFS Entry: X	19-APR-19 -- LDIONISIO
Department	NIFS Approval: X	19-APR-19 -- KARNOLD
DPW	Capital Fund Approved: X	19-APR-19 -- KARNOLD
OMB	NIFA Approval: X	23-APR-19 -- APERSICH
OMB	NIFS Approval: X	22-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	22-APR-19 -- AAMATO
County Atty.	Approval to Form: X	22-APR-19 -- NSARANDIS

CPO	Approval: X	03-MAY-19 -- RCLEARY
DCEC	Approval: X	13-MAY-19 -- JCHIARA
Dep. CE	Approval: X	14-MAY-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-MAY-19 -- JSCHANTZ
Legislature	Approval: X	05-JUN-19 -- LVOCATURA
Comptroller	Deputy: X	09-JUL-19 -- JSCHOEN
NIFA	NIFA Approval: X	09-JUL-19 -- KSTELLA

Contract Summary

<p>Purpose: To expand the scope of work in the Park/Beech Street Complete Streets and Drainage Improvements Contract Contract# 16000057 contract, to include traffic signal and Intelligent Transportation Services (ITS) improvements for 31 traffic signals along a 1.9- mile section of Beech Street/Park Street in the Village of Atlantic Beach and the hamlet of East Atlantic Beach. This work is paramount to completing the project and meeting the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work.</p>
<p>Method of Procurement: contract amendment</p>
<p>Procurement History: In 2016, GOSR approved the County's application for CDBG-DR funds to manage the design and construction phases of a drainage and traffic calming project conceived under the Community Reconstruction Program. The County issued an RFP for design services on March 15, 2016, and a contract Cameron Engineering was certified on April 10, 2017.</p>
<p>Description of General Provisions: To expand the scope of design and construction support, to include traffic signal and Intelligent Transportation Services (ITS) improvements, so the County can meet the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work.</p>
<p>Impact on Funding / Price Analysis: The 100% design of traffic signal and ITS improvements within project limits for a cost of \$145,000.00, and inclusion of a new task for construction support services having a not-to-exceed budget of \$79,200.00. Funding for the traffic signal work would be reallocated from unused budget in the Right-of Way Maps task. The budget for construction support services would increase the contract not-to-exceed amount from \$779,561.93 to \$858,761.93.</p>
<p>Change in Contract from Prior Procurement: The current contract covers 100% detailed design of stormwater drainage and complete streets improvements along a 1.9- mile section of Beech Street/Park Street in the Village of Atlantic Beach and the hamlet of East Atlantic Beach. The project extends from the Atlantic Beach Bridge to the west and Nevada Boulevard to the east. The RFP and resulting contract were contemplated to exclude traffic signal and Intelligent Transportation Services (ITS) improvements, as this work was already in the NCDPW project pipeline pursuant to a separately administered and secured DDIR grant from NYSDOT (funding derived from FHWA). The traffic signal and ITS improvement work under the DDIR grant included the replacement and upgrade of 31 traffic signals, installation of Variable Message Signs and incident Management cameras along Park/Beech Street from the Atlantic Beach Bridge east to Lindell Boulevard. Nassau County Public Works expected to have the traffic signal and ITS work designed under a separate contract concurrent with the drainage and complete streets GOSR work so that final design of both elements would conclude in the spring-summer, 2019 timeframe.</p>
<p>Due to staffing constraints, NCDPW has yet to advance a separate contract for traffic signal and ITS work. As such, time is of the essence to complete the traffic signal and ITS work for the project corridor given the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work. If left unaddressed, the lag in commencing and completing the traffic signal</p>

and ITS work will result in a delay of the construction for the drainage and complete streets improvements. NCDPW will need 2020-2021 to complete the construction work. Any slippage in this schedule will likely jeopardize the County's CDBG-DR funding.

Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP/60045-SAN001	\$ -90,800.00
Control:	62	Contract:		2	PWCAPCAP/62023-003	\$ 170,000.00
Resp:	023	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	62023	Capital	\$ 79,200.00			\$ 0.00
Detail:	003	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 79,200.00		TOTAL	\$ 79,200.00

RENEWAL	
% Increase	
% Decrease	



E-133-19

NIFS ID:CLPW19000005 Department: Public Works

Capital: X

SERVICE: GOSR-Beech/Park St Compl Sts/Drain-Amend I-H63400-03CR

Contract ID #: CFPW16000057

NIFS Entry Date: 15-APR-19

Term: from 10-APR-19 to 09-APR-20

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

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

Vendor Info:	
Name: Cameron Engineering & Associates	Vendor ID#: 113313855
Address: 177 Crossways Park Drive Woodbury, NY 11797	Contact Person: Sarah Oral
	Phone: 516-224-5237

Department:
Contact Name: Sean Sallie
Address: 1194 Prospect Ave. Westbury, NY 11590
Phone: 516-571-9342

RECEIVED
LEGISLATIVE COUNCIL
MAY 24 10 30 AM '19

Routing Slip

Department	NIFS Entry: X	19-APR-19 -- LDIONISIO
Department	NIFS Approval: X	19-APR-19 -- KARNOLD
DPW	Capital Fund Approved: X	19-APR-19 -- KARNOLD
OMB	NIFA Approval: X	23-APR-19 -- APERSICH
OMB	NIFS Approval: X	22-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	22-APR-19 -- AAMATO
County Atty.	Approval to Form: X	22-APR-19 -- NSARANDIS

CPO.	Approval: X	03-MAY-19 -- RCLEARY
DCEC	Approval: X	13-MAY-19 -- JCHIARA
Dep. CE	Approval: X	14-MAY-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To expand the scope of work in the Park/Beech Street Complete Streets and Drainage Improvements Contract Contract# 16000057 contract, to include traffic signal and Intelligent Transportation Services (ITS) improvements for 31 traffic signals along a 1.9- mile section of Beech Street/Park Street in the Village of Atlantic Beach and the hamlet of East Atlantic Beach. This work is paramount to completing the project and meeting the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work.

Method of Procurement: contract amendment

Procurement History: In 2016, GOSR approved the County's application for CDBG-DR funds to manage the design and construction phases of a drainage and traffic calming project conceived under the Community Reconstruction Program. The County issued an RFP for design services on March 15, 2016, and a contract Cameron Engineering was certified on April 10, 2017.

Description of General Provisions: To expand the scope of design and construction support, to include traffic signal and Intelligent Transportation Services (ITS) improvements, so the County can meet the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work.

Impact on Funding / Price Analysis: The 100% design of traffic signal and ITS improvements within project limits for a cost of \$145,000.00, and inclusion of a new task for construction support services having a not-to-exceed budget of \$79,200.00. Funding for the traffic signal work would be reallocated from unused budget in the Right-of Way Maps task. The budget for construction support services would increase the contract not-to-exceed amount from \$779,561.93 to \$858,761.93.

Change in Contract from Prior Procurement: The current contract covers 100% detailed design of stormwater drainage and complete streets improvements along a 1.9- mile section of Beech Street/Park Street in the Village of Atlantic Beach and the hamlet of East Atlantic Beach. The project extends from the Atlantic Beach Bridge to the west and Nevada Boulevard to the east. The RFP and resulting contract were contemplated to exclude traffic signal and Intelligent Transportation Services (ITS) improvements, as this work was already in the NCDPW project pipeline pursuant to a separately administered and secured DDIR grant from NYSDOT (funding derived from FHWA). The traffic signal and ITS improvement work under the DDIR grant included the replacement and upgrade of 31 traffic signals, installation of Variable Message Signs and incident Management cameras along Park/Beech Street from the Atlantic Beach Bridge east to Lindell Boulevard. Nassau County Public Works expected to have the traffic signal and ITS work designed under a separate contract concurrent with the drainage and complete streets GOSR work so that final design of both elements would conclude in the spring-summer, 2019 timeframe.

Due to staffing constraints, NCDPW has yet to advance a separate contract for traffic signal and ITS work. As such, time is of the essence to complete the traffic signal and ITS work for the project corridor given the HUD-imposed deadline of September, 2022 for completing construction of the CDBG-DR funded work. If left unaddressed, the lag in commencing and completing the traffic signal

and ITS work will result in a delay of the construction for the drainage and complete streets improvements. NCDPW will need 2020-2021 to complete the construction work. Any slippage in this schedule will likely jeopardize the County's CDBG-DR funding.

Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP/60045-SAN001	\$ -90,800.00
Control:	62	Contract:		2	PWCAPCAP/62023-003	\$ 170,000.00
Resp:	023	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CL	State	\$ 0.00			\$ 0.00
Project #:	62023	Capital	\$ 79,200.00			\$ 0.00
Detail:	003	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 79,200.00		TOTAL	\$ 79,200.00
RENEWAL						
% Increase						
% Decrease						

E-133-19 *

RULES RESOLUTION NO. 172 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND CAMERON ENGINEERING & ASSOCIATES, LLP

Passed by the Rules Committee
Nassau County Legislature
By Vote: Yeas 6 - Nays 3 - 19
VOTING:
Ayes 7 - Absent 0 - Excused 0 - Opposed 0
7 Legislative Members

WHEREAS, the County has negotiated an amendment to a personal services agreement with Cameron Engineering & Associates, LLP in connection with the Beech Street/Park Street Complete Streets and Drainage Improvement Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Cameron Engineering & Associates, LLP

AMENDMENT

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Cameron Engineering & Associates, 177 Crossways Park Drive, Woodbury, NY, 11797, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County Contract Number 16000057, Beech Street / Park Street Complete Streets and Drainage Improvements (the "Project") between the County and the Firm, executed on behalf of the County on April 10, 2017 (the "Original Agreement"), the Firm performed Design Services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the original amount that the County agreed to reimburse the Firm for Services under the Agreement, as full compensation for the Services, was Seven Hundred Seventy-Nine Thousand, Five-Hundred Sixty One dollars and Ninety Three cents (\$779,561.93) ("Maximum Amount");

WHEREAS, the term of the Original Agreement was for eighteen (18) months with an allowable six (6) month extension ("Term");

WHEREAS, the County desires to add signal design work that must be prepared to address the proposed new curb alignment for the Project;

WHEREAS, the County desires to increase the Maximum Amount, the Term and the Services of the Original Agreement; and

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


1. Amended Term. The Term, the full eighteen (18) months with the allowable six (6) months extension, is amended for twelve (12) additional months, and will terminate on April 9, 2020, unless sooner terminated or extended in accordance with its terms ("Amended Term"). The Amended Term may be further amended by the Commissioner to provide Services during Construction.
2. Services. The Services are amended to include additional Design Services, as set forth in the attached Modified Exhibit A. Payment for such services as provided in Modified Appendix B. Project Services may be amended by the Commissioner of Public Works to ensure timely completion of the Project.

3. Maximum Amount. The Maximum Amount shall be increased by Seventy Nine Thousand Two Hundred Dollars and no cents (\$79,200.00), so that the total maximum amount the County shall pay to the Firm as full consideration shall not exceed Eight Hundred Fifty-Eight Thousand, Seven-Hundred Sixty One dollars and Ninety Three cents (\$858,761.93) ("Amended Maximum Amount").
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement,

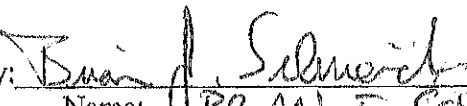
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Cameron Engineering & Associates

By: 
Name: Joseph R. Amato, P.E.
Title: Senior Partner
Date: 2/19/19

NASSAU COUNTY

By: 
Name: BRIAN J. SCHAUDER
Title: DEPUTY COUNTY EXECUTIVE
County Executive
Date: JULY 12, 2019

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of February in the year 2019 before me personally came Joseph R. Smith, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Partner of Amerson Engineering the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

Jill Ann Witcoski
NOTARY PUBLIC

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01W16357883
My Commission Expires May 1, 2021

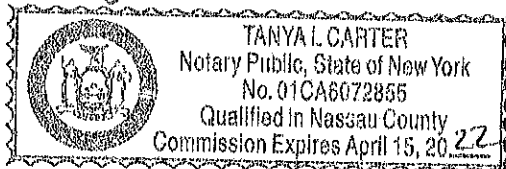
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12 day of July in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed above instrument; and the he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Tanya I. Carter
NOTARY PUBLIC



Schedule 1

Modified Exhibit A

I. SCOPE OF SERVICES

Division I Technical Design Report

A. Technical Design Report and Meetings

The deliverables for this proposal include a comprehensive Drainage, Pedestrian/Motorist Safety and Traffic Calming Technical Design Report (the Report) and preparation of 100% detailed design drawings.

The project is intended to design drainage, traffic calming and pedestrian safety improvements along Park Street, from Albany Avenue to Yates Avenue, in the Village of Atlantic Beach, and continuing along Beech Street (Nassau County Route 22), from Yates Avenue to Nevada Street, in the hamlet of East Atlantic Beach (up to the border of the City of Long Beach). Park Street/Beech Street is the primary transportation corridor which links the barrier island from the Atlantic Beach Bridge through the City of Long Beach and it also serves as a coastal evacuation route. Park Street/Beech Street and associated intersections were severely impacted with flooding during Superstorm Sandy and Hurricane Irene. Subsequently, the area's only overland evacuation route was impassable during and following Superstorm Sandy. The impassability of this route was compounded by no working lighting that created unsafe conditions for first responders, residents and local businesses.

Existing facilities will be evaluated to assess their capacities and conformance with stormwater best management practices. The analysis would include an examination of existing road section grades, cross sections and right-of-way limits to assess the suitability of green infrastructure. The analysis will be presented in the Report and corresponding detailed design drawings.

Drainage improvements may include implementation of discharge, retention, or recharge structures under parking, roads or sidewalks, construction of rain gardens, introducing pervious landscape, decreasing paved surfaces, elevation of paved surfaces, installation of permeable pavements, or installation of new/improved piping and collection systems and/or bioswales. Additional potential improvements to be considered include enhanced streetscape elements with curbs, continuous sidewalks and refuge areas to provide connectivity for motorists, bicyclists, and pedestrians and to promote these non-motorized uses. The project would also include upgrading existing facilities to comply with the Americans with Disabilities Act (ADA) and to enhance traffic, bicyclist, and pedestrian safety, including pedestrian signals, high-visibility crosswalks, traffic calming, and traffic signing and striping. The project would also combine these needed improvements with solar powered lighting in these areas for emergency resiliency.

The resiliency and drainage improvements shall be consistent with the project "Complete Streets Drainage Along Beech Street" on pages 62 to 65 of the *Village of Atlantic Beach/Atlantic Beach Estates/East Atlantic Beach NY Rising Community Reconstruction (NYRCR) Plan*. The plan can be viewed at: http://stormrecovery.ny.gov/sites/default/files/crp/community/documents/atlanticbeach_atlanticbeachestates_eastatlanticbeach_nyrcr_plan.pdf

This project also includes implementing traffic calming measures and improved pedestrian and motorist safety along Park Street/ Beech Street by installing drainage, curb, sidewalk, pavement, traffic signals, lane markings streetscape features and incidental work, plus the preparation of conceptual plans that contain the general information described in the following paragraphs. The Report shall include the preliminary construction cost for the conceptual plans, itemized for the main areas of work described herein.

Existing pavement, curb, and sidewalk shall be evaluated for condition and/or location and recommended improvements described. (Further analysis of the extent of pavement removal or rehabilitation will be done as profiles and cross sections are developed in the design phase.

Potential Traffic Calming measures shall be evaluated and implementation recommended based on need, and benefit compared to adverse impacts to the community. Examples of Traffic Calming measures are bump-outs, textured or

colored high-visibility cross walks, pedestrian signals, lane markings, and center medians. For potential traffic calming measures to be considered as part of this project, please refer to the *Nassau County Department of Public Works Beech Street Traffic Calming Study*, prepared by Schneider Engineering, PLLC.

Streetscape features such as plantings, decorative sidewalk, ornamental street lighting, continuous sidewalks, pedestrian refuge areas, and incidental work, shall be considered for inclusion in the project after review of adjacent commercial/residential ownership. Any new facilities shall be in conformance with the specifications of the entity charged with maintenance of same.

A.1 Meetings

The Firm shall prepare for, attend and provide minutes for up to six (6) public meetings/presentation with various stakeholders, including, but not limited to, Atlantic Beach and East Atlantic Beach Community Reconstruction Committees, elected officials/agency representatives and local constituents. The Firm shall prepare all meeting materials (agenda, presentation, hand-outs, poster boards, etc.) in advance of a public meeting/presentation as determined by the County. The Firm shall attend and participate in the public meeting/presentation, as well as take notes for submission in the form of meeting minutes to the County.

Division II **Design Services**

B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner"). Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the Commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper 1/2 of the drawing and the horizontal alignment on the lower 1/2.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.

4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

5. Traffic Signal Design

- i. Overview

1. Develop a technical report, plans, specifications, and estimates for the construction for this project.
 2. This work shall include the design of 16 traffic signals, 3 traffic cameras, and 2 variable message signs. Work will include the design of all associated equipment. All electrical conduit will be replaced. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy. As part of the TDR, Cameron may propose mitigation efforts to be employed in the final design that will help combat damage from future storms equivalent to that of Hurricane Sandy.
 3. Where communications exist, this design will incorporate the use of existing conduit and new fiber optic communications back to the Traffic Management Center in Westbury. All of the communications will be upgraded to Fiber Optic Communications with direct connection to each signal. Portions of the existing underground communications conduit will require replacement, and all existing overhead communications will be moved underground.
 4. Provide contract documents in accordance with NYSDOT and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and PS&E. All work is to occur within public ROW. Additionally a GOSR Change Order Form will be required to amend the original contract with GOSR.

- ii. Data Collection and Survey

1. Survey, evaluate, and summarize existing traffic signal equipment for fifteen signals. Summarize left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
 2. Evaluate proposed signal work with the County Project Manager and forward recommendations to the County for review.
 3. Survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section 1.0. Develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. Cameron Engineering will ensure that adequate pedestrian facilities will be retained following installation and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
 4. Although two proposed VMS and three camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. Cameron Engineering may propose alternate locations to the project manager for review. Alternate VMS locations may be proposed based on underground/overhead utilities, and motorists' viewability. The VMS signs to be installed in the general area indicated in Section 1.0.

5. Evaluate the proposed locations in consultation with the Nassau County Project Manager and forward recommendations to the County Project Manager.
6. Create mapping at a scale of 1" = 20' for each location where work is necessary. Create 1:20 plans and at each intersection where work will be performed.
7. Perform an archival search for property lines and right-of-way based on information available on tax maps and deeds. Cameron Engineering will gather underground and overhead information from involved utility companies.
8. Develop interconnect mapping plans at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. Conduct an evaluation of the pedestrian ramps within the area where work is being conducted.
The evaluation shall follow PROWAG and Nassau County guidelines. It should be noted that the road design work calls for the removal and reinstallation of all pedestrian ramps.

iii. *Mapping*

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block

2. Plot property lines and rights-of-way on the base sheets for each location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

iv. Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location
2. Develop data table to categorize incident management camera locations and proposed new camera locations.
3. Develop data tables to categorize existing and proposed fiber optic communications to and from each location.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

V. Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. Cameron Engineering will work with Nassau County to assess the technologies that best suit the project site areas. Prepare a technical design report that will include, at a minimum, the following:
 - a. Description of existing conditions and associated problems;
 - b. Description of the scope of work;
 - c. Design criteria;
 - d. Recommended mitigation measures;
 - e. Schedule of anticipated design drawings;
 - f. Construction Schedule;
 - g. Preliminary cost estimation;
 - h. Inventory of curb ramps;
 - i. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report will stand on its own as the basis for design. The report (5 copies) will be submitted in draft form for review by the County. Cameron Engineering will meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer

vi. County-Supplied Data

1. No information provided under this item number.

vii. Evaluation of Pedestrian Ramps

1. Evaluate pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

viii. Pedestrian Signals

1. Conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. Where APS signaling is determined a priority, include in the design.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

ix. Final Design (ADP)

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.

x. Final Plans (PS&E)

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.

xi. Meetings

1. Attend review meetings with the County and appointed consultants on the average of once per month. Prepare draft and final minutes of

each meeting, and, after County approval, distribute final minutes to all attendees.

2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. Prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.

3. In addition, attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

xii. General Requirements

1. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.

2. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. Nassau County will complete the necessary Federal Aid documentation with input from Cameron Engineering, as needed.

3. Coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

xiii. Project(s) Start-Up Services

1. Item removed, as per NCDPW.

xiv. Cost Estimation

1. A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

xv. Assumptions

1. Where Traffic Incident Management cameras exist, incorporate the installation of a new camera and associated equipment as part of the signal rebuild. At the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.

2. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor. WiFi / Bluetooth readers will be installed at key locations. These will be added during the design review phase. As per NCDPW, the extent of work for Cameron will be adding an item number to the intersection plan.

3. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.

4. Prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance

and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.

5. Attend all Project coordination meetings and prepare, coordinate, and attend meetings with the County.
6. Submit written responses to all County review comments.
7. Review all questions during the contract bidding and prepare all addenda as required.

Xvi. Federal and/or NY State Requirements

1. Coordinate design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Cameron Engineering.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm.

Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

The Firm shall adhere to the following requirements:

- To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the selected A/E firm will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. The Firm will be required to coordinate with GOSR and its contractors in support of any environmental review activity, such as but not limited to, submitting project description/summary and design drawings, and providing review of draft permitting application forms. Notwithstanding the above, Subrecipients will be responsible for securing and complying with all applicable, local, state and federal permits.
- Prepare a design report that includes the following components: (1) problem definition; (2) existing conditions; (3) project description; (4) preliminary drawings/site plan; (5) estimate of total project costs broken out by services and construction costs; (6) project schedule; (7) preliminary engineering analysis (e.g. hydrocad model, building code, constructability, etc.); (8) alternatives to the project that address the problem; and (9) summary.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.

- Prepare and submit any and all required permits.
- Assist Nassau County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness.
- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.
- Coordinate project activities with the activities of Nassau County and other parties.

Division III

Services during Construction

A. General Construction Support

1. When requested in writing by the Commissioner, the Consultant shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
2. The Consultant shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.
3. The Consultant shall update the final detailed contract plans by preparing new as-built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.
4. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one set of conformed plans and master specification book as a PDF file and bound DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.

4. Provide representation at the site(s) pre-construction conference.
5. Per request of County, review and process detailed construction shop drawings and product submissions.
6. Per request of County, review and process proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
7. Per request of Nassau County, review laboratory, shop, mill, material, and equipment test reports.
8. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
9. Make weekly field visits to observe the construction progress and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work and ensure consistency with the approved design.
10. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
11. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
12. Arrange for the project manager and support staff to attend six (6) update and project meetings.
13. Per request of Nassau County, provide consultation on special construction conditions by specialists in specific fields of work.
14. 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. Written certification that project completion was in accordance with the contract documents will be provided by the Contractor hired to perform Construction Inspection duties (under separate contract).

Penalties for Non-Performance

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.

Modified Appendix B
PAYMENT SCHEDULE

Division I. DESIGN REPORT

A. For services described in Exhibit A, Division I, Task A, Technical Design Report, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Two Hundred Ten Thousand, Five Hundred Fifty-Six dollars and Eighty-One cents (\$ 210,556.81).

Payments shall be made monthly. Payment at the time of submission of the Interim Progress Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft of the Study and Report shall not exceed 80% of the total anticipated fee.

A.1. For services described in Exhibit A, Division I, Task A.1, Meetings, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Twenty-One Thousand Seven Hundred Eighty Dollars (\$21,780.00).

Division II. DESIGN SERVICES

A. Design Surveys

B. For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid on the basis of Two Thousand Four Hundred Twenty-Two dollars and Thirty-Seven cents (\$ 2,422.37) per mile of traverse.

C. For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of One Thousand One Hundred Ninety dollars (\$ 1,190.00) per mile of traverse.

D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Seventeen Thousand Four Hundred and Twelver dollars and Eighty Five cents (\$17,412.85) per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Five Thousand dollars (\$5,000.00) per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Thirteen Thousand Five Hundred Sixty-One dollars and Thirty-Six cents

(\$ 13,561.36) per mile for all work within 200 feet on each side of the baseline. The firm shall be paid an additional Six Thousand dollars (\$6,000.00) per mile for all work extending more than 200 feet from each side of the base line.

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps

For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, - Right-of-Way Maps, the Firm shall be paid as follows: The sum of One Thousand Four Hundred Ninety-Three dollars and Sixty-One cents (\$1,493.61) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

G. and J. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications and the Firm shall receive a fee of Three Hundred Ninety Five Thousand Twenty One Dollars and Forty Five Cents (\$395,021.45) for a project having a net construction cost of Ten Million Dollars (\$10,000,000.00).

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. This design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said design fee.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the design fee.

I. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Six Thousand Three Hundred Ninety dollars and Eighteen cents (\$6,390.18).

Inspection Services during Construction are not included in this Agreement

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Seventy Five (2.75) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Forty-Nine Thousand Six Hundred Ninety-Four dollars and Eighty-One cents (\$ 49,694.81).

2. For its services described in Exhibit A, Division III, Task A - General Construction Support, the Firm shall be paid for at the rate of Two point seven five (2.75) times the direct salaries or wages paid to the approved personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Seventy-Nine Thousand Two Hundred dollars (\$79,200.00).

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

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 Number 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 Contract. 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/WBE's") as defined in Section 101 of Local Law Number 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 to 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 (10) working days 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/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (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 of 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 Provisions (a), (b), and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by Provisions (a), (b), and (c) shall so be 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 the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is 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 (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 the Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part of parts of the contracted work of a prime contractor providing services, including construction services, the County pursuant to a County contract, services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a County contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department Head approval prior to subcontracting shall not apply to Inter-

Governmental Agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal Government is not required.

Appendix "L"

Certificate of Compliance

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

1. The ~~chief executive officer~~ ^{Senior Partner} of the Proposer/Bidder is:
Joseph R. Amato, P.E. (Name)
177 Crossways Park Dr., Woodbury, N.Y. (Address)
516-827-4900 (Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

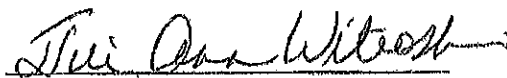
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

2/19/19 
Dated Signature of ~~Chief Executive Officer~~

Joseph R. Amato, P.E.
Name of ~~Chief Executive Officer~~
Senior Partner

Sworn to before me this
19 day of February, 2019.


Notary Public

JILL ANN WITCOSKI
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01WI6357883
My Commission Expires May 1, 2021

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

April 19, 2019

Cameron Engineering & Associates, LLP
177 Crossways Park Drive
Woodbury, New York 11797

Att: Sarah Oral, P.E., Civil Engineering Director

Re: Beech Street/Park Street Complete Streets and Drainage Improvements
Design Services
Contract Number CFPW16000057
Contract Extension

To Whom It May Concern:

This letter is to inform your firm that in accordance with Paragraph 1 – "Term" of the above-referenced agreement, the County desires to extend the agreement for six (6) months. 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 to reflect the six (6) month extension.

If you have any questions or require additional information please contact me or Sean Sallie, Deputy Commissioner, at 516-571-9342.

Very truly yours,

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

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

KGA:SS:las

c: Hon. Jack Schnirman, Comptroller, office of the County Comptroller
Sean E. Sallie, Deputy Commissioner of Public Works
Harold T. Lutz, Director of Traffic Engineering

**CF (Capital)****CFE-30-17****Contract Details**

SERVICE: Design Services – Beech
Street/Park Street Complete Streets and Drainage Improvements

NIFS ID #: CFPW16000057 NIFS Entry Date: 12/13/16 Term: from January, 2017 to July, 2018

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

Agency Information

Vendor	
Name Cameron Engineering & Associates, LLP	Vendor ID# 11-3313855
Address 100 Sunnyside Blvd. Suite 100 Woodbury, NY 11797	Contact Person Kevin McAndrew, RLA Phone 516-827-4900

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Ave Westbury, NY 11590
Phone 516-571-9607

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/27/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	12/27/16	[Signature]	
12/27/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	12/27/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
1/2/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/2/17	[Signature]	
1/3/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/3/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/4/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/4/17	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	2/15/17	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/27/17	[Signature]	2/27/17
2/3/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	2/3/17	[Signature]	



Contract Summary

Description: On-Call Program Management Services

Purpose: Engineering Consultants shall prepare a comprehensive Resiliency, Pedestrian/Motorist Safety and Traffic Calming Technical Design Report and 100% detailed design drawings for the area along Park Street from Atlantic Beach Bridge in the Village of Atlantic Beach to Beech Street at Nevada Street in the Hamlet of East Atlantic Beach. The detailed design will integrate traffic calming and pedestrian/non-motorized vehicle accessibility improvements with the installation of drainage improvements/green infrastructure solutions, where feasible, to reduce the flooding impacts during severe rainfall/storm events. This project is being funded through the NY Rising Community Reconstruction Program utilizing HUD CDBG-DR.

Method of Procurement: Request for Proposal (RFP)

Procurement History: The Contract was entered into after a written request for proposals was issued on March 15, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter, and by publication on the County procurement website. A non-mandatory pre-proposal conference and networking session was hosted by the County on March 30, 2016. Addendum #1 to the RFP was issued on March 21, 2016, Addendum 2 was issued on April 6, 2016, and Addendum #3 was issued on April 8, 2016. On April 15, 2016, proposals from six (6) entities were received and evaluated. Firms that submitted proposals include: Cameron Engineering & Associates, LLP, Cashin Associates, P.C., Gibbons, Esposito & Boyce Engineers, Greenman Peterson, Inc., LiRo Engineers, Inc. and Sidney B. Bowne & Son, LLP. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Kenneth Arnold P.E., Assistant to Commissioner, Sean Sallie, AICP, Planning Division Supervisor, Aryeh Lemberger, AICP, Unit Head, Traffic Engineering and William Bottenhofer, P.E., Civil Engineer III. The proposals were scored and ranked. As a result of the scoring and ranking, Cameron Engineering received the highest technical score.

Description of General Provisions: The project is intended to design drainage, traffic calming and pedestrian safety improvements along Park Street, from Albany Avenue to Yates Avenue, in the Village of Atlantic Beach, and continuing along Beech Street (Nassau County Route 22), from Yates Avenue to Nevada Street, in the hamlet of East Atlantic Beach (up to the border of the City of Long Beach). Park Street/Beech Street is the primary transportation corridor which links the barrier island from the Atlantic Beach Bridge through the City of Long Beach and it also serves as a coastal evacuation route.

Impact on Funding / Price Analysis: Funding is provided through the NY Rising Community Reconstruction Program. The County is a subrecipient of HUD CDBG-DR funding as memorialized through a Final Application for Funding – Beech Street/Park Street Complete Streets and Drainage Improvements, dated October, 2016. The proposed term of the Agreement is eighteen (18) months. The Department of Public Works shall have the right to extend this Agreement for a period of up to six (6) months. The contract fee shall not exceed \$779,561.93.

Change in Contract from Prior Procurement:

Recommendation: Approve as submitted

Advertisement Information

BUDGET CODES	
Fund:	CAP
Control:	60
Resp:	045
Object:	SAN0 01
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$
County	\$779,561.93
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$779,561.93

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/60045/SAN001	\$779,561.93
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$779,561.93

RENEWAL	
% Increase	
% Decrease	

Sean Sallie, AICP

December 6,

Document Prepared By:

Date: 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>Edmund H. H...</i>
Name <i>Michael S. Cohen</i>	Name <i>Sean Sallie</i>	Date <i>12/3/17</i>
Date <i>3/2/2017</i>	Date <i>12/27/17</i>	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 35- 2017

E-30-17

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS AND CAMERON ENGINEERING &
ASSOCIATES, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-13-17
YEAS: 4 NAYS: 3 ABSTAINED: 0 RECALLED: 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with
Cameron Engineering & Associates, LLP for the design of drainage, traffic
calming and pedestrian safety improvements along Park Street in the Village of
Atlantic Beach and Beech Street in the hamlet of East Atlantic Beach, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorize the County Executive to execute the said agreement with Cameron
Engineering & Associates, LLP



Nassau County, NEW YORK

Contract for Services

For

Beech Street / Park Street Complete Streets and Drainage Improvements

New York State Governor's Office of Storm Recovery (GOSR)-Funded

Disaster Recovery

October, 2016

A project funded in part through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery and Empire State Development

Table of Contents

Exhibit A	Detailed Scope and Budget
Exhibit B	Project Timeline
Exhibit C	Study Area Map
Appendix A	Contract for Services
Appendix B	Payment Schedule
Appendix C	Disclosure Statement
Appendix D	Standards for Public Outreach and Meetings
Appendix E	Standards for Preparing and Submitting Deliverables
Appendix F	Program Description and Staffing
Appendix G	Business History Form
Appendix H	Principal Questionnaire Form
Appendix I	Certificate of Compliance
Appendix J	Equal Employment Opportunities for Minorities and Women
Appendix K	Nassau County GIS Basemap License Agreement
Appendix L	Exhibit E Supplementary Conditions for Contracts (3/8/16)
Part I – Required Federal Provisions	
Part II – Required State Provisions	
Part III – Insurance	
Part IV – Reporting	
Appendix M	Executive Order No. 2 – 2015
Appendix N	County Of Nassau Consultants, Contractor’s And Vendor’s Disclosure Form
Appendix O	USDOJ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit A
Detailed Scope and Budget
Beech Street/Park Street Complete Streets and Drainage Improvements
Basic Services of the Firm

I. SCOPE OF SERVICES

Division I
Technical Design Report

A. Technical Design Report and Meetings

The deliverables for this proposal include a comprehensive Drainage, Pedestrian/Motorist Safety and Traffic Calming Technical Design Report (the Report) and preparation of 100% detailed design drawings.

The project is intended to design drainage, traffic calming and pedestrian safety improvements along Park Street, from Albany Avenue to Yates Avenue, in the Village of Atlantic Beach, and continuing along Beech Street (Nassau County Route 22), from Yates Avenue to Nevada Street, in the hamlet of East Atlantic Beach (up to the border of the City of Long Beach). Park Street/Beech Street is the primary transportation corridor which links the barrier island from the Atlantic Beach Bridge through the City of Long Beach and it also serves as a coastal evacuation route. Park Street/Beech Street and associated intersections were severely impacted with flooding during Superstorm Sandy and Hurricane Irene. Subsequently, the area's only overland evacuation route was impassable during and following Superstorm Sandy. The impassability of this route was compounded by no working lighting that created unsafe conditions for first responders, residents and local businesses.

Existing facilities will be evaluated to assess their capacities and conformance with stormwater best management practices. The analysis would include an examination of existing road section grades, cross sections and right-of-way limits to assess the suitability of green infrastructure. The analysis will be presented in the Report and corresponding detailed design drawings.

Drainage improvements may include implementation of discharge, retention, or recharge structures under parking, roads or sidewalks, construction of rain gardens, introducing pervious landscape, decreasing paved surfaces, elevation of paved surfaces, installation of permeable pavements, or installation of new/improved piping and collection systems and/or bioswales. Additional potential improvements to be considered include enhanced streetscape elements with curbs, continuous sidewalks and refuge areas to provide connectivity for motorists, bicyclists, and pedestrians and to promote these non-motorized uses. The project would also include upgrading existing facilities to comply with the Americans with Disabilities Act (ADA) and to enhance traffic, bicyclist, and pedestrian safety, including pedestrian signals, high-visibility crosswalks, traffic calming, and traffic signing and striping. The project would also combine these needed improvements with solar powered lighting in these areas for emergency resiliency.

The resiliency and drainage improvements shall be consistent with the project "Complete Streets Drainage Along Beech Street" on pages 62 to 65 of the *Village of Atlantic Beach/Atlantic Beach Estates/East Atlantic Beach NY Rising Community Reconstruction (NYRCR) Plan*. The plan can be viewed at:
http://stormrecovery.ny.gov/sites/default/files/crp/community/documents/atlabticbeach_atlabticbeachestates_east_atlabticbeach_nyrcr_plan.pdf

This project also includes implementing traffic calming measures and improved pedestrian and motorist safety along Park Street/ Beech Street by installing drainage, curb, sidewalk, pavement, traffic signals, lane markings streetscape features and incidental work, plus the preparation of conceptual plans that contain the general information described in the following paragraphs. The Report shall include the preliminary construction cost for the conceptual plans, itemized for the main areas of work described herein.

Existing pavement, curb, and sidewalk shall be evaluated for condition and/or location and recommended

improvements described. (Further analysis of the extent of pavement removal or rehabilitation will be done as profiles and cross sections are developed in the design phase.

Potential Traffic Calming measures shall be evaluated and implementation recommended based on need, and benefit compared to adverse impacts to the community. Examples of Traffic Calming measures are bump-outs, textured or colored high-visibility cross walks, pedestrian signals, lane markings, and center medians. For potential traffic calming measures to be considered as part of this project, please refer to the *Nassau County Department of Public Works Beech Street Traffic Calming Study*, prepared by Schneider Engineering, PLLC.

Streetscape features such as plantings, decorative sidewalk, ornamental street lighting, continuous sidewalks, pedestrian refuge areas, and incidental work, shall be considered for inclusion in the project after review of adjacent commercial/residential ownership. Any new facilities shall be in conformance with the specifications of the entity charged with maintenance of same.

A.1 Meetings

The Firm shall prepare for, attend and provide minutes for up to six (6) public meetings/presentation with various stakeholders, including, but not limited to, Atlantic Beach and East Atlantic Beach Community Reconstruction Committees, elected officials/agency representatives and local constituents. The Firm shall prepare all meeting materials (agenda, presentation, hand-outs, poster boards, etc.) in advance of a public meeting/presentation as determined by the County. The Firm shall attend and participate in the public meeting/presentation, as well as take notes for submission in the form of meeting minutes to the County.

Division II **Design Services**

B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan.

Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner"). Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the Commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper 1/2 of the drawing and the horizontal alignment on the lower 1/2.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line

weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.

2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.

3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task II- Soils Investigations and Reports shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans,

elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

The Firm shall adhere to the following requirements:

- To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the selected A/E firm will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. **The Firm will be required to coordinate with GOSR and its contractors in support of any environmental review activity, such as but not limited to, submitting project description/summary and design drawings, and providing review of draft permitting application forms.** Notwithstanding the above, Subrecipients will be responsible for securing and complying with all applicable, local, state and federal permits.
- Prepare a design report that includes the following components: (1) problem definition; (2) existing conditions; (3) project description; (4) preliminary drawings/site plan; (5) estimate of total project costs broken out by services and construction costs; (6) project schedule; (7) preliminary engineering analysis (e.g. hydrocad model, building code, constructability, etc.); (8) alternatives to the project that address the problem; and (9) summary.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.
- Prepare and submit any and all required permits.
- Assist Nassau County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical responsiveness.
- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.

- Coordinate project activities with the activities of Nassau County and other parties.

Penalties for Non-Performance

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.

II. DETAILED BUDGET

Cameron Engineering and Associates, LLP -
 NCDPW-Park Street/Beech Street Improvement, Atlantic Beach and East Atlantic Beach
 RFP No. PW H63400-03C
 Project No. 63400

September 18, 2016

TASKS:	Cameron Engineering							TOTALS
	Senior Partner, QA/QC	Associate, Project Manager	Chief Civil Engineer	Project Engineer/Transportation Engineer	Junior Project Engineer/Transportation Engineer	Associate, Landscape Architect	CADD Designer	
Base Hourly Rate	\$75.00	\$75.00	\$63.75	\$52.00	\$27.52	\$63.75	\$42.75	
Loaded Rate	\$165.00	\$165.00	\$165.00	\$117.50	\$75.52	\$165.00	\$117.67	
TASK I A								
Study and Report								
Review video traffic count data & calculate network peak hours	-	-	-	8	2	-	-	10
Obtain signal timing engineering data from County	-	-	-	-	2	-	-	2
Review Atlantic Beach/Beech Street study * minimal time since study prepared by a Team engineer	-	-	-	16	4	-	-	20
Review Beech Street/Park Street for ADA compliance	1	2	5	16	4	-	-	31
Review Beech Street/Park Street for MUTCD compliance	-	2	5	16	4	-	-	30
Review Beech Street/Park Street for Stormwater BMPs	1	5	4	4	4	-	-	21
Determine additional potential traffic calming/complete streets improvements based on field visits	-	2	16	24	6	-	-	50
Determine appropriate drainage improvements	-	5	40	16	8	-	-	72
Coordinate with Traffic Signal improvements firm	-	-	6	5	8	-	-	24
Fill out NCDPW APIS checklist for 15 existing signals	-	-	-	8	8	-	-	18
Prepare/Review Accident Study of the entire segment	-	1	-	16	24	-	-	41
Synchro analysis - Existing (Summer 2016) Saturday/midday	-	1	-	18	-	-	-	17
Synchro analysis - Proposed (Summer 2016) Saturday/midday	-	1	-	8	-	-	-	9
Incorporate Streetscape features	-	2	-	-	-	40	8	60
Conceptual improvement plans for traffic calming/complete streets/safety/drainage improvements	1	5	80	60	20	-	120	349
Technical Design Report - Draft for County review	1	5	24	80	60	-	24	197
Technical Design Report - Revisions for Final	1	2	5	8	8	-	4	31
Public Meeting / Presentation (6)	-	38	36	72	-	-	-	144
Study and Report - Total Hours	5	81	232	376	224	48	156	1,114
Study and Report - Total Direct Labor Cost	\$825.00	\$13,395.00	\$36,280.00	\$51,720.00	\$17,140.20	\$8,600.00	\$18,355.64	\$146,196
TASK II B								
Coordinate with surveyor, who will submit survey plan for County review, per horizontal control & monuments for project-specific reference line	-	2	2	-	-	-	-	4
Horizontal Control - Total Hours	0	2	2	0	0	0	0	4
Horizontal Control - Total Direct Labor Cost	\$0.00	\$330.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 660
TASK II C								
Coordinate with surveyor, who will set bench marks for vertical control and submit bench run worksheets to County for review	-	2	2	-	-	-	-	4
Vertical Control - Total Hours	0	2	2	0	0	0	0	4
Vertical Control - Total Direct Labor Cost	\$0.00	\$330.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 660
TASK II D								
Prepare and submit 20 scale base map to County specifications (digital format)	-	1	5	-	6	-	18	33
Create cross sections at 50' intervals	-	-	2	-	8	-	8	18
Base Map - Total Hours	0	1	10	0	16	0	24	31
Base Map - Total Direct Labor Cost	\$0.00	\$165.00	\$1,650.00	\$0.00	\$1,224.30	\$0.00	\$2,823.96	\$ 5,843
TASK II E								
Coordinate with surveyor preparing Detail Map to County specifications	-	1	2	-	-	-	-	3
Detail Map - Total Hours	0	1	2	0	0	0	0	3
Detail Map - Total Direct Labor Cost	\$0.00	\$165.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 495
TASK II F								
ROW Survey and Analysis								
Coordinate with Surveyor on ROW field survey & research & deliverable	-	1	1	-	-	-	2	4
QA/QC and prepare MicroStation layout parcel for file	-	1	1	8	-	-	2	12
Right of Way Maps - Total Hours	0	2	2	8	8	0	4	16
Right of Way Maps - Total Direct Labor Cost	\$0.00	\$330.00	\$330.00	\$1,100.00	\$0.00	\$0.00	\$470.88	\$ 2,231
TASK II G								
Title Sheet, General Notes, Index, Legend, Typical Sections	1	1	2	4	8	-	8	24
Drainage and Utility Conflict Tables	-	2	8	-	8	-	8	26
Miscellaneous Details	-	1	5	16	8	-	2	35
Survey Control Plans	-	2	8	-	16	-	-	26
Weak Zone Traffic Control Plans	-	1	4	16	4	-	16	41
Construction Plan and Profile	-	2	24	-	40	-	24	90
Drainage and Utility Plans	1	4	80	-	40	-	24	149
Grading Plans	-	8	40	-	100	-	40	188
Landscape Plans	1	2	2	-	16	100	16	137
Pavement Marking and Signage Plan	-	2	24	40	24	-	24	114
Quantity Take-offs (Review subconsultant work)	1	2	6	4	-	-	5	23
Design Plans - Total Hours	4	27	228	80	264	100	170	853
Design Plans - Total Direct Labor Cost	\$660.00	\$4,455.00	\$34,320.00	\$11,000.00	\$20,202.85	\$16,000.00	\$20,023.16	\$ 97,139

Cameron Engineering and Associates, LLP -
NCDPW-Park Street/Beech Street Improvement, Atlantic Beach and East Atlantic Beach
RFP No. PW 1163400-03C
Project No. 63400

September 16, 2016

Cameron Engineering								
	Senior Partner, QA/QC	Associate, Project Manager	Chief Civil Engineer	Project Civil/Transportation Engineer	Junior Project Civil/Transportation Engineer	Associate Landscape Architect	CADD Designer	TOTALS
TASKS:								
Base Hourly Rate	\$75.00	\$75.00	\$83.75	\$50.00	\$27.00	\$53.75	\$42.75	
Loaded Rate	\$165.00	\$165.00	\$185.00	\$137.50	\$76.52	\$185.00	\$117.87	
TASK II H (If necessary, and on Written Commissioner direction ONLY)								
Please note that soil borings, if required, would be an additional lump sum fee								
Select three (3) bids from soil boring contractors, & review bids	-	1	2	-	-	-	-	3
Prepare Utility Test Pit Location Plans for up to 10 test pits	-	1	1	-	-	-	2	4
Overview & document test pit activities; prepare Utility Conflict Table	1	1	2	-	8	-	8	20
Soils Investigations and Reports - Total Hours	1	3	5	0	8	8	10	27
Soils Investigations and Reports - Total Direct Labor Cost	\$165.00	\$495.00	\$425.00	\$0.00	\$612.16	\$90.00	\$1,178.56	\$ 3,274
TASK II I								
Obtain available utility maps (PSEG, Keyspan, Verizon, etc.)	-	1	4	-	20	-	-	25
Learn work with utilities; identify map utility relocations (if applicable)	1	1	4	4	8	-	16	34
Coordination with Public & Private Utilities - Total Hours	1	2	8	4	28	8	16	59
Coordination with Public & Private Utilities - Total Direct Labor Cost	\$165.00	\$330.00	\$1,320.00	\$530.00	\$2,142.53	\$90.00	\$1,282.80	\$ 6,580
TASK II J								
Modifications to Design Plans per NCDPW comments	2	20	140	40	160	20	120	502
Typical Sections every 50' feet (approximately 200 sections)	-	2	8	-	40	-	40	90
Soil boring log diagrams (if applicable)	-	1	2	24	-	-	-	27
Detailed structure drawings for drainage structures	-	2	6	16	-	-	8	34
Estimate of quantities table (material quantities)	-	1	2	-	-	-	2	6
Compile cost data prepared by others into final Cost Estimate	1	1	2	-	8	-	-	12
Prepare Standard Specifications (Nassau County)	-	1	4	16	24	-	-	45
Prepare Special Specifications and addenda (if necessary)	1	1	2	4	4	-	-	12
Develop cross sections	1	2	4	-	16	-	16	39
Final Detailed Drawings & Specifications - Total Hours	5	31	172	160	292	20	186	768
Final Detailed Drawings & Specifications - Total Direct Labor Cost	\$825.00	\$5,115.00	\$28,390.00	\$13,760.00	\$19,362.73	\$3,300.00	\$21,885.61	\$ 62,538
TASK III								
As needed RFI responses, plan interpretations	8	40	60	40	60	4	40	262
As needed field visits	2	8	40	16	-	-	-	66
Services During Construction - Total Hours	10	48	100	56	66	4	40	318
Services During Construction - Total Direct Labor Cost	\$1,650.00	\$7,920.00	\$18,500.00	\$7,760.00	\$4,591.32	\$680.00	\$4,708.00	\$ 43,729
TOTAL HOURS (Cameron Engineering)	26	230	743	624	852	164	606	3,215
Add for Reimbursables (does not include travel, reproduction)								\$ -
Total Project Cost	\$4,290.00	\$33,000.00	\$122,895.00	\$25,800.00	\$65,191.03	\$27,980.00	\$71,305.37	\$ 409,244

Cameron Engineering and Associates, LLP -
 NCDPW-Park Street/Beech Street Improvement, Atlantic Beach and East Atlantic Beach
 RFP No. PW H63400-03C
 Project No. 63400

TASKS:	HURLEY & WELSH						TOTALS
	Alexandra Hurley, PLS Principal	William J. Welsh, P.E. PLS Project Manager	John G. Heidecker Senior Surveyor	Brian McCulliston Senior Surveyor	Ricky Canino Surveyor	Courtney Neesler Survey Technician	
Loaded Rate	\$175.00	\$175.00	\$155.00	\$95.00	\$85.00	\$75.00	
TASK II B							
Horizontal Control							
Submit Survey Procedure to NCDPW for approval	2	-	-	-	-	-	2
Establish Horizontal Project Control	-	3	-	-	-	-	3
Set survey/baseline points	-	-	18	18	19	16	71
Submit traverse worksheet to NCDPW for review	-	1	-	-	-	-	1
Horizontal Control - Total Hours	2	4	18	18	19	16	77
Horizontal Control - Total Direct Labor Cost	\$350.00	\$700.00	\$2,970.00	\$1,710.00	\$1,615.00	\$1,200.00	\$ 8,545
TASK II C							
Vertical Control							
Establish Vertical Project Control	-	1	1	7	8	3	20
Document benchmarks	-	-	1	-	-	8	9
Prepare and submit Bench Run worksheets to NCDPW for review	-	2	2	-	-	2	6
Vertical Control - Total Hours	0	3	4	7	8	13	35
Vertical Control - Total Direct Labor Cost	\$0.00	\$525.00	\$660.00	\$665.00	\$680.00	\$975.00	\$ 3,505
TASK II D							
Base Map							
Topography survey	2	-	20	100	100	24	246
Reduce/adjust/balance survey data as needed	-	2	4	-	-	5	11
Supplemental Field Survey / Field Edits	-	-	8	20	20	-	48
Prepare 1"=20' Base Map & Furnish to NCDPW in digital format	-	-	26	-	-	12	38
Base Map - Total Hours	2	2	58	120	120	41	343
Base Map - Total Direct Labor Cost	\$350.00	\$360.00	\$9,570.00	\$11,400.00	\$10,200.00	\$3,075.00	\$ 34,945
TASK II E							
Detail Map							
Survey ROW and centerline markers	2	14	8	64	64	18	170
Research: parcel record searches, completeness review	-	2	4	-	-	40	46
ROW Field Survey accurate to 0.01 foot (after County approval)	-	8	4	30	30	16	88
Prepare Detail Map to NCDPW specifications & submit in GIS	2	2	12	-	-	-	16
Detail Map - Total Hours	4	26	28	94	94	74	320
Detail Map - Total Direct Labor Cost	\$700.00	\$4,660.00	\$4,620.00	\$8,930.00	\$7,990.00	\$5,550.00	\$ 32,340
TASK II F							
ROW Maps							
ROW Acquisition maps with verbal descriptions	15	70	800	-	-	800	1,685
Right of Way Maps - Total Hours	15	70	800	0	0	800	1,685
Right of Way Maps - Total Direct Labor Cost	\$2,625.00	\$12,250.00	\$132,000.00	\$0.00	\$0.00	\$60,000.00	\$ 206,875
TOTAL HOURS: HURLEY & WELSH SURVEYORS (WBE)							
	23	105	908	239	241	944	2,460
TOTAL DIRECT COST: HURLEY & WELSH SURVEYORS (WBE)							
	\$ 4,025.00	\$ 18,375.00	\$ 149,820.00	\$ 22,705.00	\$ 20,485.00	\$ 70,800.00	\$ 286,210.00
TOTAL COST: HURLEY & WELSH SURVEYORS (WBE)							
	\$ 4,025.00	\$ 18,375.00	\$ 149,820.00	\$ 22,705.00	\$ 20,485.00	\$ 70,800.00	\$ 286,210.00
Anticipated Lump Sum Additional Costs:							
							\$ -

Cameron Engineering and Associates, LLP -
NCDPW-Park Street/Beech Street Improvement, Atlantic Beach and East Atlantic Beach
RFP No. PW H63400-03C
Project No. 63400

YU & Associates							
	Andrew Leung Principal	En-Hui Joe Project Manager	Reynolds Clavel Supervising Engineer	Judy Luo Senior Staff Engineer	Sheng Li Staff Engineer	William Burns CADD Technician	TOTALS
TASKS:							
Base Hourly Rate	\$85.00	\$54.00	\$44.00	\$38.00	\$33.00	\$31.00	
Loaded Rate	\$105.00	\$148.50	\$121.00	\$104.50	\$90.75	\$85.25	
TASK II H							
Collect and Review Available Design and Data Information		1	2	8	4		
Percolation Test Location Plan			1	8	4	20	
Field Preparation, Work Permit and Site Access Coordination		2	8	10	10		
Field Percolation Testing			8	20	240		
Percolation Test Location Plan	2	4	12	40	8	16	
	-	-	-	-	-	-	0
Soils Investigations and Reports Total Hours	2	7	31	86	266	36	428
Soils Investigations and Reports Total Direct Labor Cost	\$330.00	\$1,039.50	\$3,751.00	\$8,987.00	\$24,139.50	\$3,069.00	\$ 41,316
Geotechnical Direct Expense:							\$ 5,105
Soils Investigations and Reports Total Cost	\$330.00	\$1,039.50	\$3,751.00	\$8,987.00	\$24,139.50	\$3,069.00	\$ 46,421

GOSR

Fee Proposal Spreadsheet Site

Beech ST - road narrowing

Cameron Engineers

DASNY Project #

4/6/2016

DESCRIPTION	ANTICIPATED PERSONNEL UTILIZATION							TOTAL HOURS
	Class. 1 Hours	Class. 2 Hours	Class. 3 Hours	Class. 4 Hours	Class. 5 Hours	Class. 6 Hours	Class. 7 Hours	
Rate:	\$68.00	\$60.00	\$48.93					
Schematic estimate								
Site Visit	4	4	0					8
Meetings	8	24						32
Develop basis of estimate (scope of work)	2	24						26
Take-off	0	4	40					44
Pricing	4	64	16					84
Reconciliation (including meeting)	8	16						24
Design Development Estimate								
Meetings	8	8						16
Take-off & pricing	8	32	24					64
Reconciliation (including meeting)	8	16						24
Construction Estimate								
Meetings	8	8						16
Take-off & pricing	8	32	24					64
Reconciliation (including meeting)	8	16						24
								0
								0
								0
								0
Subtotal - Hours:	74	248	104	0	0	0	0	426
Reimbursables:								
No. 1:	\$ 57.00							
No. 2:	\$ -							
No. 3:	\$ -							
No. 4:	\$ 100.00							
No. 5:	\$ -							
No. 6:	\$ -							
Title:	Base Rate	Total Hours	OH&P Multiplier	Rate X Hours X Multiplier				
Classification 1: Principal (A. Chancy)	\$ 88.00	74	2.20	14326.4				
Classification 2: Senior Estimator (JF. Comis)	\$ 60.00	248	2.20	32736				
Classification 3: Senior Estimator (L. Gultkovich)	\$ 48.93	104	2.20	11195.18				
Subtotal Fee = Reimbursables =				58257.58				
Total Fee =				157				
				58414.58				

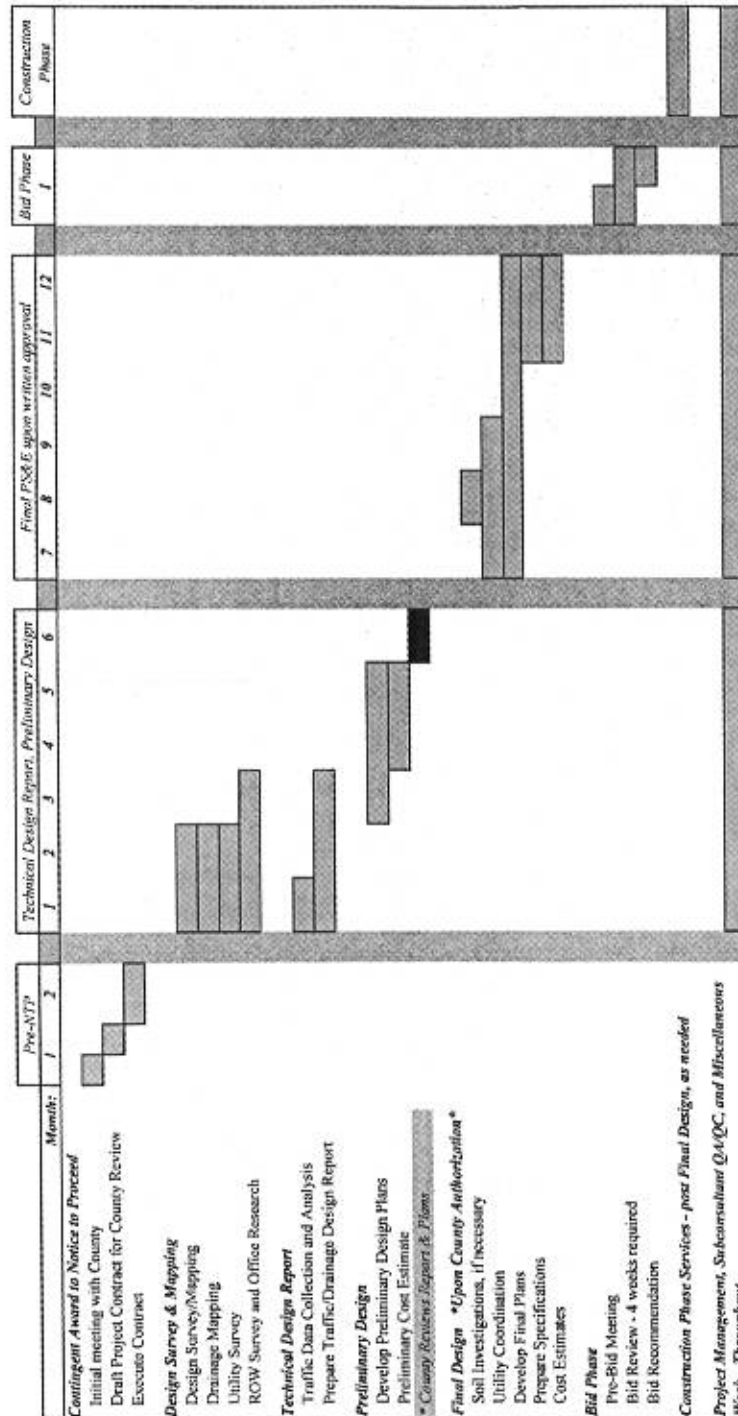
Consultant:

DACK Consulting Solutions

cameron_beech st hours_04.06.16

Exhibit B

Project Schedule Notice to Proceed Expected December, 2016*



*Nassau County reserves the right to modify this Timeline as necessary.

Changes to the Timeline will be published at <http://www.nassaucountyny.gov/3886/NYS-GOSR-Community-Reconstruction-Program>.

Exhibit C
Study Area Map



← NORTH



Appendix A 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, between (i) Nassau County, a municipal corporation having its principal office at Fifteen Fifty Franklin Avenue, 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) Cameron Engineering & Associates, LLP, a consulting firm, having its principal office at 100 Sunnyside Boulevard, Suite 100, Woodbury, New York 11788 (the "Firm or the "Contractor").

This project is made possible in part by a grant from the Housing Trust Fund Corporation (HTFC), which is funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD), and a 2014 Consolidated Funding Application award by Empire State Development.

For the purposes of this contract, the HTFC hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

The contract goals required for Section 3 businesses and residents are consistent with the percentages set forth in 24 CFR Part 135, subsection 135.30: 30% of the total number of new hires directly related to the GOSR CDBG-DR-funded project should be Section 3 residents; and 10% of the total dollar amount of all construction contracts directly related to the CDBG-DR-funded project should be awarded to Section 3 business concerns; or 3% of the total dollar amount of all non-construction contracts directly related to the GOSR CDBG-DR-funded project should be awarded to Section 3 business concerns.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

A "Section 3 business" is a business that can provide evidence that it meets one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

WITNESSETH:

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

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

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

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate eighteen (18) consecutive calendar months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement at any time, for an additional period of up to six (6) months, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services

(a) The services to be provided by the Firm under this Agreement, for Beech Street/Park Street Complete Streets and Drainage Improvements shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".

(b)

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **Seven Hundred and Seventy Nine Thousand, Five Hundred Sixty One Dollars and Ninety Three Cents (\$779,561.93)**.

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 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 Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

(e) Antitrust. The First 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, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

- (a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices L and EE attached hereto and with the County’s vendor 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) This contract is subject to:
- (c) Nassau County – NYS Governor’s Office of Storm Recovery (Subrecipient Agreement NIFS# CQPW14000028) NIFS date 09-30-14, Nassau County Comptroller Certification 10-24-14, an applicable amendments thereto.
- (d) Exhibit E, which is part of the SRA

HUD Section 3 Section 3 HUD Act of 1968 implemented by the regulations set forth in 24 CFR 135

(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, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification’s accuracy, attached hereto and hereby made a part hereof as Appendix L.

(f). 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.

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making

excerpts, copies and transcriptions.

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

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

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

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the standard and accepted 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, State of New York and its Division of the Governor's Office of Storm Recovery, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Contractor Agent 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 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 Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Contractor Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

(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", New York State Housing Trust Fund Corporation (HTFC) and the "New York State Governor's Office of Storm Recovery (GOSR)" as additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim 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 limit liability of not less than two million dollars (\$2,000,000) per claim 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; Sub-consultants. 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 sub-consultant 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, or (iii) waived, (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) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

(e) 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.

(f) Firm 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 relating to payment for services performed 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 with this Agreement irrespective of whether the Firm is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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 law's 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; Construction

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty-three dollars and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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 venture 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 Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venture 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 Contractor or any other entity, partner or joint venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture 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.

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.

26. The Contractor is not responsible for delays beyond its control.

{Remainder of page intentionally left blank}

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

FIRM Cameron Engineering
By: [Signature]
Name: John D. Cameron, Jr., P.E.
Title: Managing Partner
Date: 10-24-16

NASSAU COUNTY

By: [Signature]
Name: _____
Title: Deputy County Executive
Date: 4/10/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24 day of October in the year 2016 before me personally came John D. Cameron, JR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Cameron Engineering, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC ANN ORLANDO
Notary Public, State of New York
Qualified In Nassau County
Reg # 01OR6232008
My Commission Expires Dec. 06, 20

Lencie Ann Orlando

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10 day of April in the year 2017 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01407200140
Qualified in Hudson County
Commission Expires February 18, 1999

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01866073153
Qualified in Nassau County
Commission Expires February 18, 1999-2011

Appendix B
PAYMENT SCHEDULE

Division I. DESIGN REPORT

A. For services described in Exhibit A, Division I, Task A, Technical Design Report, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed One Hundred Fifty Five Thousand, Five Hundred Fifty Six dollars and Eighty One cents (\$ 155,556.81).

Payments shall be made monthly. Payment at the time of submission of the Interim Progress Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft of the Study and Report shall not exceed 80% of the total anticipated fee.

A.1. For services described in Exhibit A, Division I, Task A.1, Meetings, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Twenty One Thousand Seven Hundred Eighty Dollars (\$21,780.00).

Division II. DESIGN SERVICES

A. Design Surveys

B. For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Two Thousand Four Hundred Twenty Two dollars and Thirty Seven cents (\$ 2,422.37) per mile of traverse.

C. For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of One Thousand One Hundred Ninety dollars (\$ 1,190.00) per mile of traverse.

D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Seventeen Thousand Four Hundred and Twelver dollars and Eighty Five cents (\$17,412.85) per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Five Thousand dollars (\$5,000.00) per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Thirteen Thousand Five Hundred Sixty One dollars and Thirty Six cents (\$ 13,561.36) per mile for all work within 200 feet on each side of the baseline. **The firm shall be paid an additional Six Thousand dollars (\$6,000.00) per mile for all work extending more than 200 feet from each side of the base line.**

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps

For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, - Right-of-Way Maps, the Firm shall be paid as follows: The sum of One Thousand Four Hundred Ninety Three dollars and Sixty One cents (\$1,493.61) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

G. and J. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications and the Firm shall receive a fee of Two Hundred Fifty Thousand Twenty One Dollars and Forty Five Cents (\$250,021.45) for a project having a net construction cost of Ten Million Dollars (\$10,000,000.00).

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. This design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work.

Progress Payments for Design Services

- (1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.
- (2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee as outlined above.
- (3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said design fee.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the design fee.

I. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two point Seven Five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Six Thousand Three Hundred Ninety dollars and Eighteen cents (\$6,390.18).

Inspection Services during Construction are not included in this Agreement

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Seventy Five (2.75) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Forty Nine Thousand Six Hundred Ninety Four dollars and Eighty One cents (\$ 49,694.81).

2.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary

to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

PLEASE SEE PDF OF COMPLETED FORMS

Appendix C
DISCLOSURE STATEMENT

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

Appendix D
STANDARDS FOR PUBLIC OUTREACH AND MEETINGS

1. The selected proposer shall attend up to twelve (12) Project coordination meetings and prepare, coordinate and attend public meetings and related events, both within and external to the County.
2. The selected proposer shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The selected proposer shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
3. Any necessary actions to follow-up shall be conducted in a timely fashion.
4. The selected proposer shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposer shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer, in writing, prior to the meeting or event.
5. The selected proposer shall prepare meeting and event notices.
6. The selected proposer shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
7. All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the selected proposer shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least one (1) week prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least one (1) week prior to each Public Outreach meeting or event.
8. The County may choose to create one or more advisory and/or stakeholder committee(s). The selected proposer shall assist the County in the selection of members for any such committee.

The substance for each event shall be determined in coordination with, and at the sole direction of the County.

Appendix E

STANDARDS FOR PREPARING AND SUBMITTING DELIVERABLES

(To be completed as part of RFP and updated as needed in the Contract)

1. The selected proposer shall submit all deliverables in draft form to the County for County and any other applicable agency review.
2. The selected proposer shall submit ten (10) hardcopy and one (1) electronic version of all deliverables and draft deliverables.
3. All deliverables and draft deliverables shall be reviewed by the County, and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the selected proposer shall incorporate said comments and/or changes.
4. Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

PLEASE SEE PDF OF COMPLETED FORMS

Appendix F

PROGRAM DESCRIPTION AND STAFFING

(To be completed as part of RFP and updated as needed in the Contract)

PLEASE SEE PDF OF COMPLETED FORMS

Appendix G

BUSINESS HISTORY FORM

(To be completed as part of RFP and updated as needed in the Contract)

PLEASE SEE PDF OF COMPLETED FORMS

Appendix II
PRINCIPAL QUESTIONNAIRE FORM

PLEASE SEE PDF OF COMPLETED FORMS

Appendix J
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix J 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(h) ____

(i) 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.

(j) 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.

(k) 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.

(l) 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 J, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) 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 J 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").

(n) 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

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 therefore 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

As used in this Appendix J 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 J.

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

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

Appendix K
NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

CONSULTANT DATA LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (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 Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and contents thereof, and the County shall be the

sole owner of all Derivative Products.

8. Copyright. All publications using any of the Basemap files for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2011, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

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

12. Compliance With Law.

(a) Generally. The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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) 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 Licensee acknowledges that Licensee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

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

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

(c) In connection with the termination or impending termination of this Agreement the Licensee 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 Licensee's responsibilities under this Agreement.

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

14. Indemnification; Defense; Cooperation. (a) The Licensee shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Licensee or a Licensee Agent.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee'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 Licensee is responsible under the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee 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 Licensee and/or a Licensee Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

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

Agreement.

15. Disclaimer. (a) The County makes no claim as to the accuracy of the Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy. The Contractor has the right to rely upon the accuracy and thoroughness of the Basemap and its associated data tables. The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

(b) In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or maintenance of any applications applied to the data.

(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.

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

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

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 services to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee 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 Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-

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

19. 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.

20. 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 of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

22. 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.

23. 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.

Appendix L

EXHIBIT E
SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

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

“Subrecipient”:

“Contractor”:

For purposes of contractual arrangements below those that are between the Subrecipient and the Contractor, as defined above, references in these Supplementary Conditions to “Subrecipient” shall be deemed to also refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between the aforementioned parties.

ORDER OF PRECEDENCE

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

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

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

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

PART I: REQUIRED FEDERAL PROVISIONS

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

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

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

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** When subcontracting, the Contractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

A. Placing unreasonable requirements on firms in order for them to qualify to do business, B.

Requiring unnecessary experience and excessive bonding,

C. Noncompetitive pricing practices between firms or between affiliated companies, D.

Noncompetitive awards to consultants that are on retainer contracts,

E. Organizational conflicts of interest,

F. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

G. Any arbitrary action in the procurement process.

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

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

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

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

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

16. MAINTENANCE/RETENTION OF RECORDS. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least

four (4) years following the date of final payment and close-out of all pending matters related to this contract.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 24 C.F.R. § 85.36 or 24 C.F.R. § 84.44 as applicable. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

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

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

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

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

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

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

22. NONDISCRIMINATION (Applicable to construction contracts and subcontracts exceeding \$10,000). The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279 of December 12, 2002. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-

discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for

Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds).

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

LABOR PROVISIONS

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

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

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

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

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

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

ENVIRONMENTAL PROVISIONS

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

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

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

A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);

B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);

C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);

D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);

E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*); F.

Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);

G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);

H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;

I. HUD criteria and standards at 24 C.F.R. Part 51;

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);

K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128); L.

National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);

M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

N. Runway Clear Zone regulations (24 C.F.R. Part 51);

O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), and all regulations and guidelines issued thereunder;

P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended; Q.

HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;

R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;

S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and

T. All other applicable environmental laws that may exist now or in the future.

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

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

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

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

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Subrecipient, Governor's Office of Storm Recovery ("GOSR"), and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.
2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.
3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.
4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such

action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the

Department of Economic Development's Division of Minority and Women's Business
Development pertaining hereto.

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

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

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

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

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

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

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

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.
13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.
17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.
18. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the

person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

PART III: INSURANCE

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

a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be included as an additional insured.

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

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

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

e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items a and b above and shall be written on an occurrence and follow form basis. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be included as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.

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

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d, but not for item e; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.

F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

: REPORTING

P
A
R
T
I
V

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web- based

compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis- Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

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

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

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

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

Appendix M
EXECUTIVE ORDER NO. 2 -
2015

**EXECUTIVE
ORDER
PURSUANT TO
SECTION 203
OF THE
COUNTY
GOVERNMENT
LAW OF
NASSAU
COUNTY TO
FURTHER
DISCLOSURE
BY THOSE
DOING
BUSINESS
WITH NASSAU
COUNTY**

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the

activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April

1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

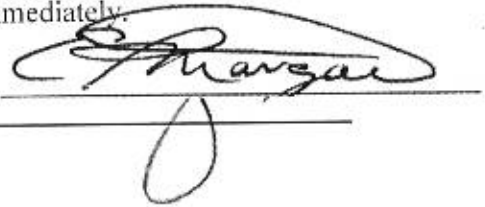
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined

reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: _____



E
D
W
A
R
D

P

M
A
N
G
A
N
O

N
A
S
S
A
U

C
O
U
N
T
Y

A
T
T
O
R
N
E
Y

**PLEASE SEE PDF OF
COMPLETED FORMS**

COUNTY OF NASSAU

PLEASE SEE PDF OF COMPLETED FORMS

A

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.

NO TEXT ON THIS PAGE

PLEASE SEE PDF OF COMPLETED FORMS

NO TEXT ON THIS PAGE

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.				
Offeror/Contractor Name:		Federal Identification No.:		
Address:		Solicitation/Contract No.:		
City, State, Zip Code:		M/WBE Goals: MBE	%	WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.				
Contractor is requesting a:				
1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.		Total	Partial	
2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.		Total	Partial	
3. Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)		Date of such filing with Empire State Development:		
PREPARED BY (Signature):		Date:		
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.				
Name and Title of Preparer (Printed or Typed):		Telephone Number:		
		Email Address:		
***** FOR AGENCY USE ONLY *****				
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:		REVIEWED BY:		
New York State Governor's Office of Storm Recovery 25 Beaver Street, 5 th Floor New York, NY 10004		DATE:		
Email to: MWBE_EEOReports@stormrecovery.ny.gov		Waiver Granted: YES		
		MBE: WBE:		
		Total Waiver		
		ESD Certification Waiver		
		*Conditional		
		Notice of Deficiency Issued		
		*Comments:		

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.
4. A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified MWBEs.
6. Provide copies of responses made by certified MWBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine MWBE compliance.

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Rev. 3/8/16

DEFINITIONS

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

“Subrecipient”:

“Contractor”:

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

ORDER OF PRECEDENCE

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

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

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

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

PART I: REQUIRED FEDERAL PROVISIONS

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. MAINTENANCE/RETENTION OF RECORDS. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

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

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

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

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

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

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

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

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

22. NONDISCRIMINATION.

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

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

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal

Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment

area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially

disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

LABOR PROVISIONS

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

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

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

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

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

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

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

ENVIRONMENTAL PROVISIONS

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

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

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

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

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

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

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

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

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

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

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.
2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.
3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.
4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section

239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such

action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

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

PART III: INSURANCE

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

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

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

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

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

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

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

PART IV: REPORTING

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

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

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

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

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

ENVIRONMENTAL REVIEW

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

INTRODUCTION

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

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

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

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

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

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

ANALYSIS OF ALTERNATIVES

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

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

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

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

ENVIRONMENTAL BEST PRACTICES

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

CULVERT RESIZING / REPLACEMENT

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



recommendations

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



resources

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

STREAMBANK / STREAMBED RESTORATION

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



recommendations

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



resources

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

DRAINAGE / STORMWATER MANAGEMENT

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



requirements

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



recommendations

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



resources

- Stormwater BMP overview: http://www.epa.gov/greeningepa/stormwater/best_practices.htm
- Low Impact Development overview: <http://water.epa.gov/polwaste/green/>
- NYSDEC Stormwater website: <http://www.dec.ny.gov/chemical/8468.html>
- NYSDEC MS4 website: <http://www.dec.ny.gov/chemical/43150.html#Permit>
- NYSDEC Stormwater Management Design Manual, Green Infrastructure Chapter: http://www.dec.ny.gov/docs/water_pdf/swdm2010chptr5.pdf
- NYSDEC Better Site Design guide: http://www.dec.ny.gov/docs/water_pdf/bsdcomplete.pdf
- Hudson Valley green infrastructure examples: <http://www.dec.ny.gov/lands/58930.html>
- New York Environmental Facilities Corporation (EFC) Green Grants program: <http://www.efc.ny.gov/Default.aspx?tabid=461>

DRAINAGE / STORMWATER MANAGEMENT



resources (continued)

- EPA Showing Buried Streams the Daylight: <http://www.epa.gov/ord/gems/buriedstream.htm>
- EPA Storm Water Management Model: <http://www2.epa.gov/water-research/storm-water-management-model-swmm>

FLOOD ELEVATION DESIGN CONSIDERATIONS

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



program requirements

- If the project or activity is located in a Special Flood Hazard Area, it must be designed using the best available base flood elevation plus two feet as the baseline standard for elevation, the Sandy high water mark plus one foot, or the 500 year flood elevation, whichever is highest
- Critical equipment is held to a higher design standard, which varies depending on if the equipment is in a floodplain that is subject to tidal influence
- For projects located in areas that are not subject to tidal influence, critical equipment should be designed to be placed at the best available base flood elevation plus three feet, the highest of the Sandy, Irene or Lee high water mark plus two feet, or the 500 year flood elevation, whichever is highest
- For projects located in areas that are subject to tidal influence, critical equipment should be designed to be placed at the best available base flood elevation plus five feet, the highest of the Sandy, Irene or Lee high water mark plus four feet, or the 500 year flood elevation, whichever is highest
- Note that if higher elevations are required by local codes or standards, those higher standards will apply



resources

- FEMA Map Service Center: <https://msc.fema.gov/portal>

EMERGENCY GENERATORS

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

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



requirements

- Specify a generator with a double-walled fuel tank and leak-proof fixtures
- Specify a generator that is manufacturer certified to meet EPA's NSPS
- Design the generator and fuel storage locations with adequate freeboard above the BFE



resources

- MACT RICE standards: <http://www.epa.gov/region1/rice/>
- FEMA Flood Insurance Rate Maps with BFE: <https://msc.fema.gov/portal>
- FEMA recommendations for reducing facility vulnerability: http://www.fema.gov/media-library-data/1381404651877-881a2cf70a90ac63b9c067100ffccace/SandyRA2CriticalFacilities_508_FINAL2.pdf
- NYSDEC Petroleum Tank Requirements: <http://www.dec.ny.gov/chemical/2642.html>

REPAIR / RENOVATION / DEMOLITION OF STRUCTURES

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

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

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



requirements

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



recommendations

- Incorporate on-site renewable energy sources, energy efficient heating, ventilation, and air conditioning equipment, insulation, and water-saving fixtures into renovation plans
- Maximize use of existing building materials when feasible; incorporate recycled or renewable material when specifying new building materials



resources

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



resources (continued)

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

CONSTRUCTION EQUIPMENT STANDARDS

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

equipment and fuel requirements

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

noise and vibration recommendations

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

resources

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

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.