

**E-11-22**

Certified:

Filed with the Clerk of the Nassau County
Legislature February 23, 2022 9:25AM**NIFS ID:CFPW21000034 Department: Public Works****Capital: X**

SERVICE: B10001-01C2 On-Call PM Arcadis/Hazen JV

Contract ID #:CFPW21000034

NIFS Entry Date: 06-DEC-21

Term: from to

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

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

Vendor Info:	
Name: Arcadis & Hazen On-Call 2021, a Joint Venture	Vendor ID#: 861692532
Address: 198 Seventh Avenue, 11th Floor New York, New York 10018	Contact Person: Maryanne Dioquino
	Phone: 917 952 2724

Department:
Contact Name: Andrea Pereira
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-9673

Routing Slip

Department	NIFS Entry: X	15-DEC-21 -- LDIONISIO
Department	NIFS Approval: X	15-DEC-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	15-DEC-21 -- RDALLEVA
OMB	NIFA Approval: X	24-DEC-21 -- CNOLAN
OMB	NIFS Approval: X	15-DEC-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	16-DEC-21 -- NSARANDIS
County Atty.	Approval to Form: X	16-DEC-21 -- NSARANDIS

CPO	Approval: X	07-JAN-22 -- RCLEARY
DCEC	Approval: X	07-JAN-22 -- RCLEARY
Dep. CE	Approval: X	22-FEB-22 -- EPOWERS
Leg. Affairs	Approval/Review: X	22-FEB-22 -- CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide the following services for DPW on an on-call basis for environmental projects only: Capital Project Management, Grant Application Preparation and Management, Support Vendor Responsibility Determination Activities, and Support Contract Management Activities.
Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining professional project and program management services
<p>Procurement History: Firms were requested to submit technical and cost proposals in accordance with the Request for Proposal (RFP) dated January 8, 2021. The RFP was prepared in accordance with the County's procurement policy. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday. The County received fourteen (14) responses to the Request for Proposals (RFP) on February 5, 2021. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.</p> <p>The Firms were scored individually for each of the six (6) separate sub-tasks in the RFP. The sub-tasks are as follows: Capital Project Management, Pavement Program Management, Grant Application Preparation and Management, Task Assignments for New York Metropolitan Transportation Council (NYMTC), Support Vendor Responsibility Determination Activities, and Support Contract Management Activities. Firms were allowed to select which sub-tasks they wished to be considered for; they were not required to propose on all tasks. Please see Recommendation of Award Memo for further details.</p>
Description of General Provisions: Arcadis & Hazen On-Call 2021, a Joint Venture will provide Capital Project Management, Grant Application Preparation and Management, Support Vendor Responsibility Determination Activities, and Support Contract Management Activities on an on-call basis for DPW environmental projects only.
Impact on Funding / Price Analysis: The maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) per year. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided. Project funding will be from appropriate Capital Project as task orders are issued and awarded.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	00	Revenue		1	PWCAPCAP/61587-	\$ 0.01

Resp:	CAP	Contract:			000/00002	
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2022

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 ARCADIS & HAZEN ON-CALL 2021, A JOINT VENTURE

WHEREAS, the County has negotiated a personal services agreement with Arcadis & Hazen On-Call 2021, a Joint Venture for Capital Project Program Management Construction Management Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Arcadis & Hazen On-Call 2021, a Joint Venture.

CONTRACT FOR SERVICES B10001-01C2

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Arcadis & Hazen On-Call 2021, a Joint Venture, having its principal office at 498 Seventh Avenue, 11th Floor, New York, New York 10018 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on December 6, 2021 (the "Commencement Date") and terminate on the five (5) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, **prior to the Expiration Date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement include, but are not limited to, Capital Project Program Management for Environmental Projects, Grant Application Preparation and Management, support associated with Vendor Responsibility Determination, and Contract Management. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A". Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm.

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra

Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor. Contractor shall not be required to perform Extra Services unless payment for such Extra Services is mutually agreed upon.

(c) Nothing in this Agreement shall be construed as an assumption by the Contractor of the responsibilities or duties of any construction or design.

(d) The recommendations, advice, budgetary information and schedules to be furnished by Contractor under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Further, unless agreed to in writing by the Contractor, Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering.

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 hereby part hereof as Exhibit "B". The maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) per year. Notwithstanding the foregoing, upon written authorization from the Commissioner, the Firm may be authorized to perform services and receive compensation in excess of the per year limitation, but shall not, without Legislative approval, receive compensation in excess of the total payment amount authorized by applying the annual payment limit to the total Agreement term with the allowable extension. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 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 Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

(f) All documents generated by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by County or others on any other project, or for any other purposes other than that for which the same were created. Reuse of said reports or other material by County for any other purpose or on other projects without written permission or adaptation by Contractor for the specific purpose then intended shall be at County's and user's sole risk.

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

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

7. **Compliance with Law.**

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely

cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) 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.

(e) 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.

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), attributable to (a) personal injury, death, or property damage, to the extent caused by the negligent, willful, reckless, or intentional tortious acts or omissions of the Contractor or a Contractor Agent; or (b) Contractor or Contractor Agent's failure to comply with the provisions of this Agreement or violation of law applicable to them under this Agreement. Notwithstanding the forgoing, the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Contractor shall, and shall cause Contractor Agents to the extent reasonable to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance,

which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than 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 Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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

12. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor 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.

13. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County after providing written notice of termination to Contractor and ten (10) days opportunity to cure any default, provided that if the County reasonably determines that it would be impossible for the Contractor to cure such default within the cure period, then the County may terminate immediately upon written

notice, (iii) upon mutual written Agreement of the County and the Contractor, and; (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance; or (ii) for County's material breach of the terms of this Agreement, provided that the County is allowed, after written notice of the breach, a reasonable time period to cure such breach as mutually determined by the County and Contractor, such time period not to be less than thirty (30) days. Termination under this subsection shall be effected by the Contractor 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 Contractor 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 Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Payment upon Termination. County shall pay Contractor undisputed amounts due for performance of Services satisfactorily provided through the date of termination. Such payments shall be made in accordance with the Exhibit B Payment Schedule within the maximum authorized amount of this Agreement and subject to compliance with all required payment and Voucher submission requirements under this Agreement.

14. Accounting Procedures; Records. The Contractor 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 Contractor 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 County Comptroller, the County Attorney's Office, 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.

15. 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 Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

17. 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) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. 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 and other governmental 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.

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. Limitation of Liability.

(a) In no event shall Contractor's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed two (2) times the total amount paid to Contractor under this Agreement, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to: (i) Contractor's indemnity obligations for claims asserted against the County as provided in Section 4(d) "Infringement of Patents, Trademarks, and Copyrights and Section 9 "Indemnification; Defense; Cooperation"; (ii) to the extent prohibited by law; (iii) Contractor's breach of confidentiality; and (iv) amounts actually paid from the insurance Contractor is required to maintain pursuant to the terms of this Agreement.

(b) Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay, increased cost of construction or cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, error and omission or otherwise, and each Party hereby releases the other from any such liability.

{Remainder of page intentionally left blank}

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

ARCADIS OF NEW YORK, INC.

By: John M. Mc Carthy
Name: JOHN M. Mc CARTHY
Title: CEO ARCADIS OF NEW YORK Inc.
Date: 10/25/21

HAZEN AND SAWYER, D.P.C.

By: Rich E. Peters
Name: Richard E. Peters
Title: VP and Northeast Regional Manager
Date: 11/1/21

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of November in the year 20²¹ before me personally came Richard E. Peters to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Morris, NJ; that he or she is the Vice President of Hazen and Sawyer, D.P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Westchester

On the 25th day of October in the year 2021 before me personally came John McCarthy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is the CEO of Arcadis of New York Inc., 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

MARIA RODRIGUEZ
Notary Public, State of New York
No. 01R06080541
Qualified In Westchester County
Commission Expires September 16, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

Exhibit “A”

Detailed Scope of Services

1. Scope of Services.

C.1 Capital Project Management

The Department is responsible for the implementation of the County’s Capital Program. The Department may require task assignments for Environmental (Water/Wastewater/Stormwater) projects associated with any of the assignments listed below.

C.1.0 – Capital Project Planning – Prepare asset management and investment strategies by asset category to guide capital plan development. Utilizing County GIS resources, support capital program plan development and annual project implementation by maximizing complementary investments and minimizing unproductive sequencing of capital work at the same location.

C.1.1 Planning Services – Review the planning and constructability of capital projects identified in the capital plan and operating budget of the authority. Review related documents and make recommendations as to site logistical planning, phasing, design and construction implementation. The relevant documents to be reviewed include operational data, technical reports, drawings, specifications, project information papers, presentations and other documents. Investigate zoning, permitting, environmental, logistic and public relation issues which may impact plan implementation. Inspect the sites and facilities included in the plan, and explore proposed tasks and environs, as needed, to inform the recommendations. Advise the Department regarding the relative life-cycle costs and impacts of the various options and recommended a viable option. Prepare project milestone schedule to verify logistics and construction sequences.

C.1.2 Work Scopes - Prepare draft work scopes for potential capital projects. Include a detailed description of the work to be performed as well as justification information. Draft work scopes shall serve as the basis for estimating and scheduling activities defined below.

C.1.3 Budgeting – Review existing construction cost estimates and prepare project budgets and an overall program budget, based on these estimates. Where estimates are not provided, prepare conceptual project estimates to facilitate budgeting. As projects progress and estimates are prepared, review and update the project budgets, as necessary, to reflect the best available information. In the event that any project estimate exceeds the budget, confer with the Department and stakeholders and prepare recommendations for bringing the project within budget.

C.1.4 Scheduling - Develop and maintain the program Master Schedule, using the Critical Path Method, collaborating with the Department and other consultants as necessary. The schedule shall include project phases and milestones. Update the Master Schedule monthly to show progress and changes and advise Department on recovering

schedule delays, if any.

C.1.5 Prioritization – Support Capital Program prioritization analyses as needed both within an asset category and among the multiple asset categories included in this work scope. Drivers of capital program priority may include but are not limited to: safety, public good, maximized benefit, available capital funding and cash flow.

C.1.6 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the program. Update the cash flow projection whenever there is a change in the Program which will significantly impact the analysis.

C.1.7 Monthly Activity Report -Develop, prepare and issue a comprehensive capital project monthly activity report across the following infrastructure categories: Roads, Bridges, Drainage, Parks, Buildings, Traffic, Environmental (Stormwater/Wastewater) and Public Safety. Monthly report to include project scope, schedule, estimate, original budget, current budget and log of scope and budget amendments over the life of the project. Report will also include lookahead project activities and cash flow needs.

C.1.8 Meetings – Schedule and conduct meetings with the Department, consultants, and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.

C.1.9 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services including architecture, engineering, construction management, commissioning, technical consultants, PLA agreements and/or other specialized services. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment and furniture, to promote the Department's interest while complying with all applicable public procurement rules and regulations.

C. 1.10 Program Administration – Assist in administering the professional services contracts and construction contracts related to the delivery of the projects/program on the Department's behalf. This administration includes but is not limited to reviewing professional/construction work product (deliverables), providing appropriate direction, processing payment requests, progress monitoring and generally administering the professional and construction contracts as an extension of the Department's staff. The Program Manger's role encompasses performing such tasks, functions and activities which would benefit and enhance the Department's interest in timely, efficiently and economically delivering the Program within budget and schedule, including but not limited to minimizing change orders, claims and delays.

C.1.11 Public Relations – Assist the Department in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of

presentations, project information papers, press releases, etc., and attendance at public informational meetings.

C.1.12 Post-construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of attic stock, operation and maintenance manuals, record drawings, as-built plans, Building Information Model (BIM), web-based project construction photos, etc.

C.1.13 ADA Compliance – coordinate and maintain documentation on behalf of DPW, recommend action and activate necessary compliance requirements.

C.1.14 Field Offices – The Program Manager may be provided furnished and equipped office space within the Department's offices, similar to that provided to the Department's staff, except that the Program Manager shall furnish their own personal computers and software, cellular telephones/Blackberries, and digital cameras. Telephone and internet services and regular office supplies will be provided by the Department at no cost to the Program Manager.

C.2 Grant Application Preparation and Management

C.2.1 The Department is proactive in looking for, applying and managing various opportunities to receive outside funding/grants to offset both operating and capital funding. The Department anticipates work task assignments for both assisting staff in the application process for various grant opportunities and/or also the administration of the grant if received. The categories of these grants include but are not limited to; Consolidation Funding Applications (CFA) for the various NYS agencies, Regional Economic Development Council, NYS Environmental Facilities Corporation (EFC), USDOT TIGER Grants Program, Grant programs administered by DASNY and new grant opportunities associated with Federal Stimulus programs.

C.2.2 Management and tracking of Federal/State Funds – Assist the Department in preparing submittals pursuant to federal, state or local grant applications, requests for reimbursement, reporting minority utilization, tracking EBO (Equitable Business Opportunity) system, Close out process, audit etc. related to the Program.

C.3 Support Vendor Responsibility Determination Activities

The Department's Engineering, Planning and Operations Units process various contracts. These contracts must follow the County-Wide Procurement Policy. On major component of this Policy is the determination of responsibility of a Vendor. This process requires the Vendor to have all the County's disclosure statements accurately filled out within the County's Vendor Portal web-based system. This task would involve the Firm managing the process from proposal submittal to a complete responsibility determination package. The Firm will not be responsible for making a Responsibility Determination. This Determination will be made by the Department's Procurement Officer (DPO). The Firm will be expected to work with the DPO and the vendor to

ensure all responses are collected and documented properly.

C.4 Support Contract Management Activities

Assist with Contract approval process, Evaluation of Surety/Insurance, Default of contract, evaluation of delays, Delay Claims and other related tasks.

2. Notification.

The Firm agrees to review the Department's request within the specified time limit and provide the Department with a written proposal and cost estimate based on the terms and conditions of the Agreement. The Department reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the Department is not required to assign any work to the Firm under this Agreement.

3. Task Order Procedures.

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

A. Task Order Issuance and Submission of Proposal

In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Task Order") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

1. Review the task order and respond to the Department with any questions the Firm may have within the specified time outlined in the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task Order was sent by the Department to the Firm. If the Firm does not wish submit a proposal for the Task Order, Firm must provide justification in writing to the Department before the specified due date.

B. Department Review of Cost Proposal

1. The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.
2. The Commissioner of the Department shall notify the Firm in writing of the Department's determination and, if the Proposal is accepted by the Department, the Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that apply.

Exhibit "B"

Payment Schedule

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

A. Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of **two and seventy-five hundredths (2.75)**. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

B. Payments to Firm when Services are Compensated "On the Basis of Salary Multiplier"

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

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department.

Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. All overtime requests must be submitted to the Department for approval in advance. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Claims for services performed shall be 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 using Nassau County's Capital Claim Voucher portal and shall be approved for payment by the Commissioner or their designee. The payroll records of the Firm shall be available for inspection and audit as required.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

C. Payments to Firm when Services are Compensated "On the Basis of Lump Sum"

With regard to any task for which payment is contemplated on the basis lump sum, it is understood that work will be paid as a percentage complete based upon a pre-approved schedule for each corresponding Task Order. Such compensation not limited by other terms of the Agreement.

Claims for services performed shall be accompanied by a certified progress report detailing the submission dates and percentage completion of all deliverables as identified in the Task Order. All claims for compensation shall be made using Nassau County's Capital Claim Voucher portal and shall be approved for payment by the Commissioner or their designee.

D. Extra Services or Additional Costs:

If the Firm is required to perform extra services or incurs additional expenses as ordered by the Department, which changes are not due to the fault or negligence of the Firm, the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either lump sum in accordance with paragraph C above or based on actual salaries of personnel as stipulated herein and calculated in accordance with paragraph B above. Such extra services are to be provided only after authorization by the Department.

E. Out-of-Pocket Expenses:

The Firm shall be reimbursed for the actual cost of "out-of-pocket" expenses that have been approved in writing by the Department. Traveling cost for reporting to site is not considered out-of-pocket, unless explicitly agreed to in writing by the Department.

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

1. Transportation and living expenses for approved and required travel beyond 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 in task order.
3. Reproduction of drawings in excess of 15 copies per each.

F. Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm.
2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

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.

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

John M. McCarthy

(Name)

44 S. Broadway, Suite 1200, White Plains, NY 10601

(Address)

201-398-4348

(Telephone Number)

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

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

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

- _____

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

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

9-7-2021

Dated

John M. McCarthy

Signature of Chief Executive Officer

John M. McCarthy

Name of Chief Executive Officer

Sworn to before me this

7th day of September, 2021

Maria Rodriguez
Notary Public

MARIA RODRIGUEZ
Notary Public, State of New York
No. 01R06080541
Qualified in Westchester County
Commission Expires September 16, 2022

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Charles S. Hocking _____ (Name)

498 Seventh Avenue, New York, NY 10018 _____ (Address)

212-539-7001 _____ (Telephone Number)

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

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

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

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

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

7/26/2021
Dated


Signature of Chief Executive Officer

Charles S. Hocking
Name of Chief Executive Officer

Sworn to before me this

26th day of July, 2021.


Notary Public

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



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

1. **Vendor:** Arcadis & Hazen On-Call 2021, a Joint Venture

2. **Dollar amount requiring NIFA approval:** \$.01

Amount to be encumbered: \$.01

This is a New

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

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

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

3. **Contract Term:**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal % 0
X Capital Improvement Fund (CAP)		State % 0
Other		County % 0

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? 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 provide the following services for DPW on an on-call basis for environmental projects only: Capital Project Management, Grant Application Preparation and Management, Support Vendor Responsibility Determination Activities, and Support Contract Management Activities.

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

Nassau County Attorney as to form

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

24-DEC-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.

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, John M. McCarthy 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: Arcadis & Hazen On-Call 2021, a Joint Venture

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

Vendor's EIN or TIN: 86-1692532

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
08/03/2021 10:05:28 AM

Lobbyist Registration and Disclosure Form:
08/03/2021 10:08:32 AM

Business History Form certified:
12/13/2021 09:47:17 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
08/03/2021 10:21:23 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard E. Peters[RPETERS@HAZENANDSAWYER.COM]	10/01/2021 12:55:23 PM
John McCarthy[JOHN.MCCARTHY@ARCADIS.COM]	08/03/2021 10:17:24 AM

I, John M. McCarthy 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."

John M. McCarthy JOHN.MCCARTHY@ARCADIS.COM

Name

JV Principal

Title

Arcadis & Hazen On-Call 2021, a Joint Venture

Name of Submitting Entity

12/13/2021 09:48:03 AM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
John McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 08/03/2021 10:05:28 AM

Vendor: Arcadis & Hazen On-Call 2021, a Joint Venture

Title: JV Principal



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
John McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 08/03/2021 10:08:32 AM

Vendor:

Arcadis & Hazen On-Call 2021, a Joint
Venture

Title:

JV Principal

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

Business Address: 44 South Broadway
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601
Country: US
Telephone: 914-694-2100

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

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u>01/16/2017</u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☐ NO ☒ If Yes, provide details.

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.

Arcadis CE, Inc. - serving as CEO from 12/15/2014 to Present

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.

Arcadis CE, Inc. (not tracked)

Arcadis U.S., Inc. (not tracked)

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.

See attached.

2 File(s) Uploaded: Nassau County_PQF 7.c Attachment.pdf, Nassau County_PQF 7.c Attachment.pdf

- 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.

See attached.

1 File(s) Uploaded: Nassau County_PQF 7.c Attachment.pdf

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.

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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.

See attachment.

2 File(s) Uploaded: Nassau County_PQF Item 11 CONFIDENTIAL Attachment.pdf, Nassau County_PQF Item 11 CONFIDENTIAL Attachment.pdf

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 M. McCarthy , 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 M. McCarthy , 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.

Arcadis & Hazen On-Call 2021, a Joint Venture

Name of submitting business

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

John McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

JV Principal

Title

08/03/2021 10:17:24 AM

Date

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?

- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

Question 11 – Principal Questionnaire Form:

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.

Arcadis U.S., Inc., parent company of Arcadis of New York, Inc.,

Matter #1

Name of Investigating Government Agency: U.S. Attorney General

Date Initiated: 10/31/16

On October 31, 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a federal grand jury subpoena by the United States Attorney's Office for the Northern District of Alabama seeking documents related to, among other things, its contracts and other interactions with the Birmingham Water Works Board ("BWVB") and other government entities in Jefferson County, Alabama ("federal subpoena"). Arcadis provided documents in response to the federal subpoena. Thereafter, in 2017 Arcadis was served with Special Grand Jury Subpoenas by the Attorney General's Office for the State of Alabama ("state subpoenas"). The state subpoenas sought documents similar to the federal subpoena. Arcadis provided documents in response to the state subpoenas. Also, in 2017, three current employees were subpoenaed to testify before the state grand jury.

Subsequently, a former employee of Arcadis, who served as a Marketing Development Manager located in the firm's Birmingham, Alabama, office was indicted by the Jefferson County (Alabama) Special Grand Jury for alleged violations of the Alabama Ethics Act. The employee was terminated by Arcadis prior to the indictment. Public records released from the Alabama Attorney General's Office indicate that the former employee was charged with violations of the state ethics law related to, and in connection with, possible violations by the Chair of the Board of Directors of the Birmingham Water Works Board.

On May 29, 2019, a federal grand jury filed an Indictment in the United States District Court for the Northern District of Alabama, Southern Division, against two individuals, alleging charges of conspiracy and wire fraud. One of these individuals is the former Arcadis employee referenced above. The Indictment alleges, in part, that the two named defendants "knowingly and willfully conspired, combined, and agreed to: devise and intend to devise a scheme and artifice to defraud the BWVB and to obtain money and property belonging to the BWVB by means of materially false and fraudulent pretenses, representations, and promises by use interstate wire transmissions, in violation of Title 18, United States Code, Section 1243."

Arcadis has fully cooperated with both investigations and is not aware of any outstanding request at this time from either the federal or state authorities. Further, no charges have been brought or asserted against Arcadis U.S., Inc., nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one employee do not reflect the level of importance the company places on integrity.

Question 11 – Principal Questionnaire Form:

Outcome: No charges have been brought against Arcadis or any of its affiliates.

Matter #2

Name of Investigating Government Agency: California Attorney General

Date Initiated: 2/22/17 – 11/31/2017

The California Attorney General investigated allegations arising from a project where Arcadis U.S., Inc. (“Arcadis”) performed environmental sampling work for the California Department of Toxic Substances Control (DTSC). The issues involved questions about the manner in which sampling was performed, health and safety issues, and compliance with anti-harassment/nondiscrimination policies. Arcadis fully cooperated with the investigation. In November, 2017 the California Attorney General issued a report confirming that Arcadis was fully compliant with all technical aspects of the project and health and safety requirements. Arcadis also trained employees on anti-discrimination policies and took appropriate action, as needed, in full compliance with those policies.

Outcome: The investigation is now concluded.

Matter #3

Name of Investigating Government Agency: Louisiana State Board of Ethics

Date Initiated: 5/2018 – Dismissed 12/13/2018

In May, 2018 Arcadis U.S., Inc. (“Arcadis”) and one of its current full-time employees (our “Employee”) each received notice from the Louisiana State Board of Ethics (“Ethics Board”) advising that the Ethics Board authorized a confidential investigation related to the New Orleans Sewerage and Water Board’s (“Water Board”) engagement of Arcadis under a Professional Services Agreement. Under that agreement, Arcadis was hired as an independent contractor to the Water Board and our Employee was partially-embedded at the Water Board to perform the agreed scope of services. It appears that the investigation notice was triggered by the erroneous assumption that our Employee was receiving salary from both Arcadis and the Water Board. Arcadis has reached out to the Ethics Board to confirm that our Employee has received salary from only Arcadis and is employed by only Arcadis. As grounds for the investigation, the Ethics Board appears to allege that Arcadis’ Employee may have been deemed a “public employee” while performing the services at the Water Board on behalf of Arcadis, and therefore, should not have received anything of value from Arcadis while working in such capacity. As an independent contractor, Arcadis would dispute any allegation that our Employee was a public employee or that any benefit Arcadis provided to our Employee as a normal condition of employment at Arcadis would be prohibited.

Outcome: This matter has been dismissed.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard E. Peters
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 498 Seventh Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10018
Country: US
Telephone: 212-539-7000

Other present address(es): None
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/2001</u>
Chief Exec. Officer	_____	Secretary	<u>05/01/2009</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>03/01/2003</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Became shareholder on January 1, 2001.

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

YES ☒ NO ☐ If Yes, provide details.

For stock receivable.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Arcadis & Hazen On-Call 2021, a Joint Venture

Name of submitting business

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

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

JV Principal

Title

10/01/2021 12:55:23 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: 12/06/2021

1) Proposer's Legal Name: Arcadis & Hazen On-Call 2021, a Joint Venture

2) Address of Place of Business: 498 Seventh Avenue

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

Country: US

3) Mailing Address (if different): Not Applicable

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

Country: _____

Phone: (212) 539-7000

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

4) Dun and Bradstreet number: Not Applicable

5) Federal I.D. Number: 86-1692532

6) The proposer is a: Other (Describe) Joint Venture

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Each firm within the JV has their own conflict of interest training materials and procedures that can be referred to in each firms' business history form submitted concurrently.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/26/2021

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See Attachment A.

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

3 File(s) Uploaded: ATTACHMENT A for bhf_REV.pdf, ATTACHMENT A for bhf_REV.pdf, ATTACHMENT A for bhf_REV.pdf

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

See Attachment A.

No officers and directors from this company have been attached.

1 File(s) Uploaded: ATTACHMENT A for bhf_REV.pdf

- iv) State of incorporation (if applicable);

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

0

- vii) Summary of relevant accomplishments

See Attachment A.

1 File(s) Uploaded: ATTACHMENT A for bhf_REV.pdf

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

- B. Indicate number of years in business.

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

See Proposal in response to RFP #PW B10001-01C

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

Company	de Bruin Engineering		
Contact Person	Robert de Bruin		
Address	1400 Old Country Road Suite 106		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	rdebruin@debruinengineering.com		

Company	H2M		
Contact Person	Rich Humann		
Address	538 Broad Hollow Road		
City	Melville, NY 11747	State/Province/Territory	NY
Country	US		
Telephone	(631) 756-8000		
Fax #			
E-Mail Address	rhumann@h2m.com		

Company	WSP		
Contact Person	David Smith		
Address	1 Pennsylvania Plaza 2nd floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 465-5429		
Fax #			
E-Mail Address	David.I.Smith@wsp.com		

I, John M. McCarthy , 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 M. McCarthy , 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: Arcadis & Hazen On-Call 2021, a Joint Venture

Electronically signed and certified at the date and time indicated by:
John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

JV Principal
Title

12/13/2021 09:47:17 AM
Date

ATTACHMENT A

Joint Venture Entity Name: The name of the entity is “Arcadis & Hazen On-Call 2021, a Joint Venture”.

Business Address: The principal office of the JV is 498 Seventh Avenue, New York, NY 10018. The Agreement states the individual office locations in the preamble as 498 Seventh Avenue, New York, NY 10018 for Hazen and Sawyer PC and 27-01 Queens Plaza North, Long Island City, NY 11101 for Arcadis.

Joint Venture Structure: The JV is a Joint Venture partnership registered with the Department of the Treasury and files federal and state income tax returns.

JV Signatory: The board declared that John McCarthy of the Management Committee would be the signatory of all JV pre-qualification forms.

COUNTY OF NASSAU

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

1. Name of the Entity: Arcadis & Hazen On-Call 2021, a Joint VentureAddress: 498 Seventh AvenueCity: New York State/Province/Territory: NY Zip/Postal Code: 10018Country: US2. Entity's Vendor Identification Number: 86-16925323. Type of Business: Joint Venture (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):

First Name	<u>John</u>		
Last Name	<u>McCarthy</u>		
MI	_____	Suffix	_____
Address	<u>44 S. Broadway</u>		
City	<u>White Plains</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>10601</u>
Country	<u>US</u>		
Position	<u>JV Principal</u>		

First Name	<u>Richard</u>		
Last Name	<u>Peters</u>		
MI	<u>E</u>	Suffix	_____
Address	<u>498 Seventh Ave</u>		
City	<u>New York</u>	State/Province/Territory:	<u>NY</u> Zip/Postal Code: <u>10018</u>
Country	<u>US</u>		
Position	<u>JV Principal</u>		

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.

Arcadis of New York, Inc.
Hazen and Sawyer, DPC

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 10/01/2021 06:30:25 PM

Title: JV Principal

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.

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.

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, John M. McCarthy 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: John M. McCarthy

Vendor's Address: 110 West Fayette St. Suite 300 Syracuse NY US 13202

Vendor's EIN or TIN: 161448024

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
09/20/2021 04:50:10 PM

Lobbyist Registration and Disclosure Form:
09/20/2021 04:50:35 PM

Business History Form certified:
12/13/2021 09:41:35 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
09/20/2021 04:55:02 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Darren English[DARREN.ENGLISH@ARCADIS.COM]	09/14/2021 12:57:56 PM
John M. McCarthy[JOHN.MCCARTHY@ARCADIS.COM]	09/20/2021 04:54:02 PM
Alexander Rothchild[ALEX.ROTHCHILD@ARCADIS.COM]	09/21/2021 04:25:21 PM

I, John M. McCarthy 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."

John M. McCarthy JOHN.MCCARTHY@ARCADIS.COM

Name

Chief Executive Officer

Title

Arcadis of New York, Inc.

Name of Submitting Entity

12/13/2021 09:46:07 AM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 09/20/2021 04:50:10 PM

Vendor: Arcadis of New York, Inc.

Title: Chief Executive Officer



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 09/20/2021 04:50:35 PM

Vendor: Arcadis of New York, Inc.

Title: Chief Executive Officer

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

Business Address: 30 Braintree Hill Office Park Suite 105
City: Braintree State/Province/Territory: MA Zip/Postal Code: 02184
Country: US
Telephone: 781-267-7435

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

List of other addresses and telephone numbers attached

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

President	<u>06/30/2020</u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☐ NO ☒ If Yes, provide details.

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.

Arcadis U.S., Inc. CEO

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.

Arcadis U.S., Inc. CEO

Arcadis CE, Inc.

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.

See attached.

1 File(s) Uploaded: pqf_Attachments 7.c and 7.d.pdf

- 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.

See attached.

1 File(s) Uploaded: pqf_Attachments 7.c and 7.d.pdf

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.

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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.

See attached.

1 File(s) Uploaded: pqf_Attachment 11.pdf

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, Alexander Rothchild , 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, Alexander Rothchild , 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.

Arcadis of New York, Inc.

Name of submitting business

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

Alexander Rothchild [ALEX.ROTHCHILD@ARCADIS.COM]

President

Title

09/21/2021 04:25:21 PM

Date

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

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Question 11 – Principal Questionnaire Form:

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.

Arcadis U.S., Inc., parent company

Matter #1

Name of Investigating Government Agency: U.S. Attorney General

Date Initiated: 10/31/16

In October 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a grand jury subpoena from the United States Attorney's Office for the Northern District of Alabama. This federal subpoena sought information related to contracts and other interactions among Arcadis, the Birmingham Water Works Board ("BWVB"), and other government entities in Jefferson County, Alabama. In 2017, Arcadis was served with Special Grand Jury Subpoenas from the Attorney General's Office for the State of Alabama. These state subpoenas sought similar information to the federal subpoena, as well as the testimony of three then-current employees.

In December 2017, a former employee of Arcadis who had served as a Marketing Development Manager in the firm's Birmingham, Alabama, office was indicted by a Jefferson County (Alabama) Special Grand Jury for alleged violations of the Alabama Ethics Act. In February 2021, that individual entered into a plea agreement in with the state, pleading guilty to a charge of offering or giving something to a public official for the purpose of improperly influencing that official. In May 2019, the individual was indicted by a grand jury in the United States District Court for the Northern District of Alabama on alleged charges of conspiracy and wire fraud to defraud the BWVB. In July 2020, that individual entered into a plea agreement with the federal authorities, pleading guilty to a charge of conspiracy to commit wire fraud.

Arcadis fully cooperated with the investigations described above. No charges were brought or asserted against Arcadis, nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one former employee do not reflect the level of importance the company places on integrity.

Outcome: No charges have been brought against Arcadis or any of its affiliates.

CONFIDENTIAL

Question 11 – Principal Questionnaire Form:**Matter #2****Name of Investigating Government Agency:** California Attorney General**Date Initiated:** 2/22/17 – 11/31/2017

The California Attorney General investigated allegations arising from a project where Arcadis U.S., Inc. ("Arcadis") performed environmental sampling work for the California Department of Toxic Substances Control (DTSC). The issues involved questions about the manner in which sampling was performed, health and safety issues, and compliance with anti-harassment/nondiscrimination policies. Arcadis fully cooperated with the investigation. In November, 2017 the California Attorney General issued a report confirming that Arcadis was fully compliant with all technical aspects of the project and health and safety requirements. Arcadis also trained employees on anti-discrimination policies and took appropriate action, as needed, in full compliance with those policies.

Outcome: The investigation is now concluded.**Matter #3****Name of Investigating Government Agency:** Louisiana State Board of Ethics**Date Initiated:** 5/2018 – Dismissed 12/13/2018

In May, 2018 Arcadis U.S., Inc. ("Arcadis") and one of its current full-time employees (our "Employee") each received notice from the Louisiana State Board of Ethics ("Ethics Board") advising that the Ethics Board authorized a confidential investigation related to the New Orleans Sewerage and Water Board's ("Water Board") engagement of Arcadis under a Professional Services Agreement. Under that agreement, Arcadis was hired as an independent contractor to the Water Board and our Employee was partially-embedded at the Water Board to perform the agreed scope of services. It appears that the investigation notice was triggered by the erroneous assumption that our Employee was receiving salary from both Arcadis and the Water Board. Arcadis has reached out to the Ethics Board to confirm that our Employee has received salary from only Arcadis and is employed by only Arcadis. As grounds for the investigation, the Ethics Board appears to allege that Arcadis' Employee may have been deemed a "public employee" while performing the services at the Water Board on behalf of Arcadis, and therefore, should not have received anything of value from Arcadis while working in such capacity. As an independent contractor, Arcadis would dispute any allegation that our Employee was a public employee or that any benefit Arcadis provided to our Employee as a normal condition of employment at Arcadis would be prohibited.

Outcome: This matter has been dismissed.

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: Darren English
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US
- Business Address: 630 Plaza Drive
City: Highlands Ranch State/Province/Territory: CO Zip/Postal Code: 80129
Country: US
Telephone: 7203443500
- Other present address(es): None
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	09/04/2018	Partner	
Vice President			
(Other)			

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

YES		NO	X	If Yes, provide details.
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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.

Arcadis U.S., Inc. - CFO 9/4/2018- Present

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.

Arcadis U.S., Inc. (not tracked)

Arcadis CE, Inc. (not tracked)

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.

See attachment.

1 File(s) Uploaded: pqf_Darren English Attachments 7.c and 7.d.pdf

- 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.

See attachment.

1 File(s) Uploaded: pqf_Darren English Attachments 7.c and 7.d.pdf

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.

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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.

See attachment.

1 File(s) Uploaded: pqf_Darren English Attachment 11.pdf

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, Darren English , 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, Darren English , 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.

Arcadis of New York, Inc.

Name of submitting business

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

Darren English [DARREN.ENGLISH@ARCADIS.COM]

Chief Financial Officer

Title

09/14/2021 12:57:56 PM

Date

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

Question 11 – Principal Questionnaire Form:

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.

Arcadis U.S., Inc., parent company

Matter #1

Name of Investigating Government Agency: U.S. Attorney General

Date Initiated: 10/31/16

In October 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a grand jury subpoena from the United States Attorney's Office for the Northern District of Alabama. This federal subpoena sought information related to contracts and other interactions among Arcadis, the Birmingham Water Works Board ("BWVB"), and other government entities in Jefferson County, Alabama. In 2017, Arcadis was served with Special Grand Jury Subpoenas from the Attorney General's Office for the State of Alabama. These state subpoenas sought similar information to the federal subpoena, as well as the testimony of three then-current employees.

In December 2017, a former employee of Arcadis who had served as a Marketing Development Manager in the firm's Birmingham, Alabama, office was indicted by a Jefferson County (Alabama) Special Grand Jury for alleged violations of the Alabama Ethics Act. In February 2021, that individual entered into a plea agreement in with the state, pleading guilty to a charge of offering or giving something to a public official for the purpose of improperly influencing that official. In May 2019, the individual was indicted by a grand jury in the United States District Court for the Northern District of Alabama on alleged charges of conspiracy and wire fraud to defraud the BWVB. In July 2020, that individual entered into a plea agreement with the federal authorities, pleading guilty to a charge of conspiracy to commit wire fraud.

Arcadis fully cooperated with the investigations described above. No charges were brought or asserted against Arcadis, nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one former employee do not reflect the level of importance the company places on integrity.

Outcome: No charges have been brought against Arcadis or any of its affiliates.

CONFIDENTIAL

Question 11 – Principal Questionnaire Form:**Matter #2****Name of Investigating Government Agency:** California Attorney General**Date Initiated:** 2/22/17 – 11/31/2017

The California Attorney General investigated allegations arising from a project where Arcadis U.S., Inc. ("Arcadis") performed environmental sampling work for the California Department of Toxic Substances Control (DTSC). The issues involved questions about the manner in which sampling was performed, health and safety issues, and compliance with anti-harassment/nondiscrimination policies. Arcadis fully cooperated with the investigation. In November, 2017 the California Attorney General issued a report confirming that Arcadis was fully compliant with all technical aspects of the project and health and safety requirements. Arcadis also trained employees on anti-discrimination policies and took appropriate action, as needed, in full compliance with those policies.

Outcome: The investigation is now concluded.**Matter #3****Name of Investigating Government Agency:** Louisiana State Board of Ethics**Date Initiated:** 5/2018 – Dismissed 12/13/2018

In May, 2018 Arcadis U.S., Inc. ("Arcadis") and one of its current full-time employees (our "Employee") each received notice from the Louisiana State Board of Ethics ("Ethics Board") advising that the Ethics Board authorized a confidential investigation related to the New Orleans Sewerage and Water Board's ("Water Board") engagement of Arcadis under a Professional Services Agreement. Under that agreement, Arcadis was hired as an independent contractor to the Water Board and our Employee was partially-embedded at the Water Board to perform the agreed scope of services. It appears that the investigation notice was triggered by the erroneous assumption that our Employee was receiving salary from both Arcadis and the Water Board. Arcadis has reached out to the Ethics Board to confirm that our Employee has received salary from only Arcadis and is employed by only Arcadis. As grounds for the investigation, the Ethics Board appears to allege that Arcadis' Employee may have been deemed a "public employee" while performing the services at the Water Board on behalf of Arcadis, and therefore, should not have received anything of value from Arcadis while working in such capacity. As an independent contractor, Arcadis would dispute any allegation that our Employee was a public employee or that any benefit Arcadis provided to our Employee as a normal condition of employment at Arcadis would be prohibited.

Outcome: This matter has been dismissed.

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 M. McCarthy
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 44 South Broadway, Suite 1200
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601
Country: US
Telephone: 914-694-2100

Other present address(es): None
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u>01/16/2017</u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

Type	Description	Start Date
Other	COO- 3/31/2015- 1/16/2017	03/31/2015

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.

Arcadis CE, Inc. - serving as CEO from 12/15/2014 to Present

Arcadis U.S., Inc. - serving as Business Line President/ Water from 08/24/2016 to Present

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.

Arcadis CE, Inc. (not tracked)

Arcadis U.S., Inc. (not tracked)

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.

See attached.

1 File(s) Uploaded: pqf_Attachments 7.c and 7.d.pdf

- 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.

See attached.

1 File(s) Uploaded: pqf_Attachments 7.c and 7.d.pdf

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.

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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.

See attachment.

1 File(s) Uploaded: pqf_Attachment 11.pdf

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 M. McCarthy , 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 M. McCarthy , 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.

Arcadis of New York, Inc.

Name of submitting business

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

John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Chief Executive Officer

Title

09/20/2021 04:54:02 PM

Date

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

**Principal Questionnaire Form:
Question 7.c. & 7.d.**

Pertaining to parent company: Arcadis U.S., Inc.

- 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?
- 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?

On November 19, 2019, Arcadis U.S., Inc. ("Arcadis"), received a notice of disqualification ("DQ") from the Louisiana Department of Transportation and Development ("LADOTD") for Arcadis' alleged failure to comply with specified timelines and to submit requisite information to LADOTD related to an ongoing indefinite delivery/indefinite quantity contract for construction engineering and inspection services ("Project"). Arcadis did not receive any advance notice, nor any opportunity to cure prior to receiving the November 19, 2019 DQ; however, in such jurisdiction a DQ serves as a temporary bar on being able to perform any new work for LADOTD until any alleged contract issues on the Project have been remedied and cured. Upon receipt, Arcadis promptly responded via an in-person meeting to address the alleged issues and thereafter submitted a timely Notice of Appeal to the LADOTD Disqualification Review Board on November 26, 2019. A hearing regarding Arcadis' appeal was held before the Disqualification Review Board on December 2, 2019. At that hearing, Arcadis presented a rectification plan to satisfy the parties' mutual objectives and address timelines for the Project, which LADOTD subsequently accepted. On December 9, 2019, LADOTD removed Arcadis from its disqualification list, effective immediately, and the matter is now deemed resolved.

Question 11 – Principal Questionnaire Form:

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.

Arcadis U.S., Inc., parent company

Matter #1

Name of Investigating Government Agency: U.S. Attorney General

Date Initiated: 10/31/16

In October 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a grand jury subpoena from the United States Attorney's Office for the Northern District of Alabama. This federal subpoena sought information related to contracts and other interactions among Arcadis, the Birmingham Water Works Board ("BWVB"), and other government entities in Jefferson County, Alabama. In 2017, Arcadis was served with Special Grand Jury Subpoenas from the Attorney General's Office for the State of Alabama. These state subpoenas sought similar information to the federal subpoena, as well as the testimony of three then-current employees.

In December 2017, a former employee of Arcadis who had served as a Marketing Development Manager in the firm's Birmingham, Alabama, office was indicted by a Jefferson County (Alabama) Special Grand Jury for alleged violations of the Alabama Ethics Act. In February 2021, that individual entered into a plea agreement in with the state, pleading guilty to a charge of offering or giving something to a public official for the purpose of improperly influencing that official. In May 2019, the individual was indicted by a grand jury in the United States District Court for the Northern District of Alabama on alleged charges of conspiracy and wire fraud to defraud the BWVB. In July 2020, that individual entered into a plea agreement with the federal authorities, pleading guilty to a charge of conspiracy to commit wire fraud.

Arcadis fully cooperated with the investigations described above. No charges were brought or asserted against Arcadis, nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one former employee do not reflect the level of importance the company places on integrity.

Outcome: No charges have been brought against Arcadis or any of its affiliates.

CONFIDENTIAL

Question 11 – Principal Questionnaire Form:**Matter #2****Name of Investigating Government Agency:** California Attorney General**Date Initiated:** 2/22/17 – 11/31/2017

The California Attorney General investigated allegations arising from a project where Arcadis U.S., Inc. ("Arcadis") performed environmental sampling work for the California Department of Toxic Substances Control (DTSC). The issues involved questions about the manner in which sampling was performed, health and safety issues, and compliance with anti-harassment/nondiscrimination policies. Arcadis fully cooperated with the investigation. In November, 2017 the California Attorney General issued a report confirming that Arcadis was fully compliant with all technical aspects of the project and health and safety requirements. Arcadis also trained employees on anti-discrimination policies and took appropriate action, as needed, in full compliance with those policies.

Outcome: The investigation is now concluded.**Matter #3****Name of Investigating Government Agency:** Louisiana State Board of Ethics**Date Initiated:** 5/2018 – Dismissed 12/13/2018

In May, 2018 Arcadis U.S., Inc. ("Arcadis") and one of its current full-time employees (our "Employee") each received notice from the Louisiana State Board of Ethics ("Ethics Board") advising that the Ethics Board authorized a confidential investigation related to the New Orleans Sewerage and Water Board's ("Water Board") engagement of Arcadis under a Professional Services Agreement. Under that agreement, Arcadis was hired as an independent contractor to the Water Board and our Employee was partially-embedded at the Water Board to perform the agreed scope of services. It appears that the investigation notice was triggered by the erroneous assumption that our Employee was receiving salary from both Arcadis and the Water Board. Arcadis has reached out to the Ethics Board to confirm that our Employee has received salary from only Arcadis and is employed by only Arcadis. As grounds for the investigation, the Ethics Board appears to allege that Arcadis' Employee may have been deemed a "public employee" while performing the services at the Water Board on behalf of Arcadis, and therefore, should not have received anything of value from Arcadis while working in such capacity. As an independent contractor, Arcadis would dispute any allegation that our Employee was a public employee or that any benefit Arcadis provided to our Employee as a normal condition of employment at Arcadis would be prohibited.

Outcome: This matter has been dismissed.

Business History Form

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

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

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

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

Date: 12/07/2021

1) Proposer's Legal Name: Arcadis of New York, Inc.

2) Address of Place of Business: 110 West Fayette St., Suite 300

City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202

Country: US

3) Mailing Address (if different): None

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: 10-739-8604

5) Federal I.D. Number: 16-1448024

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

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

YES ☒ NO ☐ If yes, please provide details:

Arcadis of New York, Inc. shares office space, staff, equipment and expenses with Arcadis U.S., Inc. (100% Shareholder of Arcadis of New York, Inc.) and Arcadis CE, Inc. (subsidiary of Arcadis of New York, Inc.). Please see attached details.

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

YES ☒ NO ☐ If yes, please provide details:

BBL Environmental Services, Inc.

- 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:

See attached

1 File(s) Uploaded: Nassau County_BH Item 9 Attachment.pdf

- 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.

See attached.

1 File(s) Uploaded: Nassau County_BH Item 13 CONFIDENTIAL Attachment.pdf

- 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.

See attached.

1 File(s) Uploaded: Nassau County_BH 14e NOVs.pdf

- 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 conflicts exist to the best of our knowledge.

(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 conflicts exist to the best of our knowledge.

(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 conflicts exist to the best of our knowledge.

- 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.

Arcadis has a company-wide conflict of interest ("COI") review process. All information regarding a new pursuit/project is input to our internal COI database, including the client's name and the project location. Due to the size of the company, a high priority is placed on conducting the necessary due diligence to accurately identify all adverse/impacted parties. If the COI database reveals any adverse/impacted party who is an existing client, then the project manager or principal in charge for that client will be contacted directly to determine whether the new pursuit/project presents a conflict. Typically, this determination takes fewer than three business days, and if no conflict exists, the new pursuit/project is cleared to proceed.

- 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;

09/27/1907

- 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.

Arcadis U.S., Inc. has 100% ownership

630 Plaza Drive
Highlands Ranch, CO 80129

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

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

See attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Nassau County_BH Item Aiii Attachment.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

75

vi) Annual revenue of firm;

1412592000

vii) Summary of relevant accomplishments

Arcadis is one of the largest and most experienced emergency management and reconstruction firms in the U.S., with over 40 years of disaster recovery, engineering, program management, and resilience building expertise. Arcadis will provide the County with strategic policy advice and grant management support, leveraging our experience with state and federal agencies for FEMA, DOT, HUD, USDA and other federal recovery and resilience programs. We bring with our team success from billions of dollars in funding successes on behalf of our clients in New York State alone. We will serve as an advocate for the County and you will benefit from Arcadis' successful track record in managing disaster recovery programs. Our work on the Bay Park sewer treatment system's Sandy recovery program, which is now topping \$1 billion in funding, demonstrates our capabilities.

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

B. Indicate number of years in business.

113

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

See attached company qualifications.

1 File(s) Uploaded: SS_ENT_Arcadis_at-a-glance_E.pdf

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

Company	de Bruin Engineering		
Contact Person	Robert de Bruin		
Address	1400 Old Country Road Suite 106		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	rdebruin@debruinengineering.com		

Company	Brooklyn Navy Yard Development Corporation		
Contact Person	Emily Rubenstein		
Address	Bldg. 292, 63 Flushing Ave, Unit 300		
City	Brooklyn	State/Province/Territory	NY
Country	US		
Telephone	(718) 907-5936		
Fax #			
E-Mail Address	erubenstein@bnydc.org		

Company	Bergen County Utilities Authority		
Contact Person	Dominic DiSalvo		
Address	Foot of Mehrhof Road		
City	Little Ferry	State/Province/Territory	NJ
Country	US		

Telephone	(201) 807-8634
Fax #	
E-Mail Address	ddisalvo@bcua.org

I, John McCarthy , 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 McCarthy , 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: Arcadis of New York, Inc

Electronically signed and certified at the date and time indicated by:
John McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

CEO

Title

12/13/2021 09:41:35 AM

Date

BH Item #7: Does this Business share office space, staff, or equipment expenses with any other business?

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
BIRMINGHAM-AL	Alabama	Birmingham	1728 3rd Avenue North, Suite 300	35203	USA
MOBILE-AL	Alabama	Mobile	1 St. Louis Street, Suite 3600	36602	USA
ANCHORAGE-AK	Alaska	Anchorage	880 H Street, Suite 101	99501	USA
FAIRBANKS-AK	Alaska	Fairbanks	410 2nd Avenue, Suite 206, 2nd floor	99701	USA
CALGARY-ALBERTA	Alberta	Calgary	7326 10th Street NE, Suite 320	T2E 8W1	Canada
CLIFTON-AZ (PROJ)	Arizona	Clifton	430 N. Coronado Blvd.	85533-8086	
PHOENIX-AZ	Arizona	Phoenix	410 N. 44th Street, Suite 1000	85008	USA
LITTLE ROCK-AK (PROJ)	Arkansas	Little Rock	3200 South Shackleford Road, Suite 8	72205	USA
CONCORD-CA	California	Concord	2300 Clayton Road, Suite 400	94520	USA
IRVINE-CA	California	Irvine	320 Commerce, Suite 200	92602	USA
LAKE ELSINORE-CA (PROJ)	California	Lake Elsinore	31900 Mission Trail, Suite 150	92530	USA
LOS ANGELES-CA	California	Los Angeles	445 South Figueroa Street, Suite 3650	90071	USA
MISSION VIEJO-CA (PROJ)	California	Mission Viejo	27405 Puerta Real, Suite 300	92691-6372	
RIVERSIDE-CA	California	Riverside	3600 Lime Street	92501	USA
ROSEVILLE-CA	California	Roseville	101 Creekside Ridge Court, Suite 200	95678	USA
SAN DIEGO-CA	California	San Diego	9620 Chesapeake Drive, Suite 106	92123	USA
SAN FRANCISCO-CA	California	San Francisco	100 Montgomery Street, Suite 300	94104	USA
SAN JOSE-CA	California	San Jose	6296 San Ignacio Ave, Ste C & D	95119	USA
SAN LUIS OBISPO-CA	California	San Luis Obispo	735 Tank Farm Road, Suite 150	93401	USA
SAN RAFAEL-CA	California	San Rafael	100 Smith Ranch Road, Suite 328	94903	USA
SELMA-CA (PROJ)	California	Selma	1775 Park Street, Building 75A	93662	USA
VANDENBERG AFB-CA (PROJ)	California	Vandenberg AFB	200 20th Street, Contractor's Row	93437	USA
BROOMFIELD-CO	Colorado	Broomfield	11001 W. 120th Ave., Suite 200	80021	USA
HIGHLANDS RANCH-CO	Colorado	Highlands Ranch	630 Plaza Drive, Suite 200	80129	USA
MIDDLETOWN-CT	Connecticut	Middletown	213 Court Street, Suite 700	06457	USA
SANDY HOOK-CT	Connecticut	Sandy Hook	75 Glen Road, Suite 305	06482	USA
WILMINGTON-DE	Delaware	Wilmington	824 Market Street, Suite 820	19801	USA
BOYNTON BEACH-FL	Florida	Boynton Beach	1500 Gateway Blvd. Suite 200	33426	USA
JACKSONVILLE-FL	Florida	Jacksonville	1301 RiverPlace Blvd., Suite 700	32207	USA
MAITLAND-FL (Virtual Office)	Florida	Orlando	1800 Pembroke Drive, Suite 300	32810	USA
MIAMI - FL	Florida	Miami	1000 NW 57th Court, Suite 770	33126	USA
PENSACOLA-FL	Florida	Pensacola	1510 Airport Boulevard, Suite 3	32504	USA
PLANTATION-FL	Florida	Plantation	8201 Peters Road, Suite 3200	33324	USA
SARASOTA-FL (Virtual Office)	Florida	Sarasota	1990 Main Street, Suite 750	34236	USA
TALLAHASSEE-FL	Florida	Tallahassee	1705 Metropolitan Blvd., Suite 101	32308	USA
TAMPA-FL	Florida	Tampa	3109 West Dr. Martin Luther King Jr. Blvd., Suite 350	33607	USA
ATLANTA-GA	Georgia	Atlanta	2839 Paces Ferry Road, Suite 900	30339	USA
AUGUSTA-GA	Georgia	Augusta	1450 Greene Street, Suite 220	30901-5201	USA
HONOLULU-HI (E-SUITE)	Hawaii	Honolulu	7 Waterfront Plaza, 500 Ala Moana Blvd., Suite 400	96813	USA
COEUR D'ALENE-ID (E-SUITE)	Idaho	Coeur d'Alene	409 E. Coeur d'Alene Ave., Suite 3	83814-2877	USA
SODA SPRINGS-ID (PROJ)	Idaho	Soda Springs	95 East Hooper Ave., Room 4	83276	USA
CHICAGO-IL	Illinois	Chicago	200 South Michigan Ave., Suite 2000	60604	USA
HOFFMAN ESTATES-IL	Illinois	Hoffman Estates	2800 West Higgins Road, Suite 1000	60169	USA
FT. WAYNE-IN (E-SUITE)	Indiana	Fort Wayne	111 W Berry St., Suite 211	46802	USA
INDIANAPOLIS-IN	Indiana	Indianapolis	150 W. Market Street, Suite 728	46204	USA
INDIANAPOLIS-IN (PROJ)	Indiana	Indianapolis	420/422 E. 28th Street	46205	USA
LENEXA-KS	Kansas	Lenexa	Rosehill Office Park 1, 8725 Rosehill, Suite 350	66215	USA
LEXINGTON-KY	Kentucky	Lexington	2424 Harrodsburg Road, Suite 203	40503	USA
LOUISVILLE-KY (E-SUITE)	Kentucky	Louisville	9850 Von Allmen Court, Suite 201	40241	USA
BATON ROUGE-LA	Louisiana	Baton Rouge	10352 Plaza Americana Drive	70816	USA
METAIRIE-LA	Louisiana	Metairie	3850 N. Causeway Blvd., Suite 990	70002	USA
NEW ORLEANS-LA (E-SUITE)	Louisiana	New Orleans	201 St. Charles Ave., Suite 2500	70170	USA
PORTLAND-ME	Maine	Portland	482 Congress Street, Suite 501	04101	USA
BALTIMORE-MD (PROJ)	Maryland	Baltimore	901 South Bond Street, Suite 200	21231	USA
HANOVER-MD	Maryland	Hanover	7550 Teague Road, Suite 210	21076	USA
LANDOVER-MD (PROJ)	Maryland	Landover	8201 Corporate Drive, Metro Plex II, Suite 280	20785	USA
LAUREL-MD	Maryland	Laurel	14900 Sweitzer, Suite 201	20707	USA
BRAINTREE-MA	Massachusetts	Braintree	30 Braintree Hill, Suite 105	02184	USA
CHELMSFORD-MA	Massachusetts	Chelmsford	1 Executive Drive, Suite 303	01824	USA
SPRINGFIELD-MA	Massachusetts	Springfield	1550 Main Street, Suite 106	01103	USA
WAKEFIELD-MA	Massachusetts	Wakefield	500 Edgewater Drive, Suite 511	01880	USA
DETROIT-MI	Michigan	Detroit	607 Shelby Street, Suite 400	48226	USA

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
LANSING-MI	Michigan	Lansing	300 S. Washington Square, Suite 315	48933	USA
NOVI-MI	Michigan	Novi	28550 Cabot Drive, Suite 500	48377	USA
MINNEAPOLIS-MN	Minnesota	Minneapolis	123 N. Third Street, Suite 705	55401	USA
RIDGELAND-MS (Virtual Office)	Mississippi	Ridgeland	1000 Highland Colony Parkway, Bldg. 5000, Suite 5203	39157	USA
BUTTE-MT	Montana	Butte	17 South Main Street, 1st Floor	59701	USA
CHOTEAU-MT	Montana	Choteau	17 1st Street, NW	59422	USA
HELENA-MT	Montana	Helena	46 N. Last Chance Gulch, Suite 2A	59601	USA
ELKO-NV (Virtual Office)	Nevada	Elko	275 3rd Street, PO Box 1674	89803	USA
LAS VEGAS-NV	Nevada	Las Vegas	1140 North Town Center Drive, Suite 320	89144	USA
RENO-NV	Nevada	Reno	575 Double Eagle Court, Suite 200	89521	USA
CARTERET-NJ (PROJ)	New Jersey	Carteret	63 Washington Ave., 1st Floor	07008	USA
EAST WINDSOR-NJ	New Jersey	East Windsor	50 Millstone Road, Bldg. 200, Suite 220	08520	USA
FAIR LAWN-NJ	New Jersey	Fair Lawn	17-17 Route 208 North, Suite 290 West	07410	USA
HILLSBOROUGH-NJ	New Jersey	Hillsborough	1 Harvard Way, Suite 5	08844	USA
BRONX-NY (PROJ)	New York	Bronx	3660 Jerome Ave.	10467	USA
BUFFALO-NY	New York	Buffalo	50 Fountain Plaza, Suite 600	14202	USA
CLIFTON PARK-NY	New York	Clifton Park	855 Route 146, Suite 210	12065	USA
MELVILLE-NY	New York	Melville	Two Huntington Quadrangle, Suite 1S10	11747	USA
MELVILLE-NY (PROJ)	New York	Melville	25 Melville Park Road	11747	USA
NEW YORK CITY-NY	New York	Long Island City	27-01 Queens Plaza North, Suite 800	11101	USA
ROCHESTER-NY	New York	Rochester	100 Chestnut Street, Suite 1020	14604	USA
SYRACUSE-NY	New York	Syracuse	110 West Fayette Street, Suite 300	13202	USA
WHITE PLAINS-NY	New York	White Plains	44 South Broadway, 12th Floor	10601	USA
CHARLOTTE-NC	North Carolina	Charlotte	3420 Toringdon Way, Suite 102	28277	USA
DURHAM-NC	North Carolina	Durham	4915 Prospectus Drive, Suite G	27713	USA
GREENSBORO-NC	North Carolina	Greensboro	7029 Albert Pick Road, Suite 101	27409	USA
RALEIGH-NC	North Carolina	Raleigh	Wade I, 5420 Wade Park Blvd., Suite 350	27607	USA
HALIFAX-NS	Nova Scotia	Middle Sackville	1933 Sackville Drive	B4E 3B1	Canada
AKRON-OH	Ohio	Akron	222 South Main Street, Suite 200	44308	USA
CINCINNATI-OH	Ohio	Cincinnati	4665 Cornell Road, Suite 200	45241	USA
CLEVELAND-OH	Ohio	Cleveland	1111 Superior E. Ste. 1300	44114	USA
COLUMBUS-OH	Ohio	Columbus	100 E Campus View Blvd, Suite 230	43235-1447	USA
TOLEDO-OH	Ohio	Toledo	One SeaGate, Suite 700	43604	USA
TULSA-OK	Oklahoma	Tulsa	5100 East Skelly Drive, Suite 400	74135	USA
OTTAWA-ON	Ontario	Ottawa	1050 Morrison Drive, Suite 201	K2H 8K7	Canada
PORT HOPE-ON	Ontario	Port Hope	4035 Lakeshore Road	L1A 3V7	Canada
RICHMOND HILL-ON	Ontario	Richmond Hill	121 Granton Drive, Suite 12	L4B 3N4	Canada
PORTLAND-OR	Oregon	Portland	111 SW Columbia Street, Suite 670	97201	USA
BURGETTSTOWN-PA (PROJ)	Pennsylvania	Burgettstown	2038 Smith Township State Road, Suite 1	15021	USA
LANGELOTH-PA (PROJ)	Pennsylvania	Langeloth	2038 Smith Township State Road	15054	USA
NEWTOWN-PA	Pennsylvania	Newtown	10 Friends Lane, Suite 100	18940	USA
PHILADELPHIA-PA	Pennsylvania	Philadelphia	1600 Market Street, Suite 1810	19103	USA
WEXFORD-PA	Pennsylvania	Wexford	6041 Wallace Road Extension, Suite 300	15090	USA
GUAYNABO-PR	Puerto Rico	Guaynabo	48 City View Plaza 1, Suite 401, Rd. 165, Km 1.2	00968	USA
MONTREAL-QC	Quebec	Longueuil	825 Boulevard Guimond, Suite 120	J4G 2M7	Canada
EAST GREENWICH-RI	Rhode Island	East Greenwich	2240 S. County Trail, Suite 5	02818	USA
SASKATOON-SK (E-SUITE)	Saskatchewan	Saskatoon	105-111 Research Drive	S7N 3R2	Canada
GREENVILLE-SC	South Carolina	Greenville	10 Patewood Drive, Suite 375	29615	USA
CHATTANOOGA-TN	Tennessee	Chattanooga	1210 Premier Drive, Suite 200	37421	USA
KNOXVILLE-TN	Tennessee	Knoxville	11400 Parkside Drive, Suite 410	37934	USA
NASHVILLE-TN (E-SUITE)	Tennessee	Nashville	3200 West End Avenue, Suite 500	37203	USA
AUSTIN-TX	Texas	Austin	1717 West 6th Street, Suite 210	78703	USA
CORPUS CHRISTI-TX	Texas	Corpus Christi	711 North Carancahua, Suite 904	78401-0574	USA
DALLAS-TX	Texas	Dallas	12400 Coit Road, Suite 1200	75251	USA
EL PASO-TX	Texas	El Paso	401 E Main Street Suite 400	79901	USA
FT WORTH-TX (E-SUITE)	Texas	Fort Worth	420 Throckmorton Street, Suite 200	76102	USA
HOUSTON-TX	Texas	Houston	10205 Westheimer Road, Suite 800	77042	USA
MIDLAND-TX	Texas	Midland	1004 North Big Spring Street, Suite 121	79701	USA
SAN ANTONIO-TX (Virtual Office)	Texas	San Antonio	1777 NE Loop 410 Suite 600	78217	USA
SALT LAKE CITY-UT (E-SUITE)	Utah	Salt Lake City	2150 South 1300 East, Suite 500	84106	USA
ARLINGTON-VA	Virginia	Arlington	4301 N. Fairfax Drive, Suite 530	22203	USA
BLUEFIELD-VA	Virginia	Bluefield	111-D Sanders Lane	24605	USA
NEWPORT NEWS-VA	Virginia	Newport News	701 Town Center Drive, Suite 600	23606-4296	USA
RICHMOND-VA	Virginia	Richmond	9954 Mayland Drive, Suite 2400	23233	USA
VIRGINIA BEACH-VA	Virginia	Virginia Beach	295 Bendix Road, Suite 240	23452	USA
SEATTLE-WA	Washington	Seattle	1100 Olive Way, Suite 800	98101	USA
MILWAUKEE-WI	Wisconsin	Milwaukee	126 North Jefferson Street, Suite 400	53202	USA



Question 9 - Business History Form: Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business.

**Arcadis of New York, Inc. is 100% owned by Arcadis U.S., Inc.
(the following entities are owned by Arcadis U.S., Inc. parent to Arcadis of New York, Inc.)**

Name of Entity	ADDRESS	Entity EIN
Arcadis CE, Inc.	44 South Broadway, 12th Floor White Plains, NY 10601	132653703
Arcadis Central AM Holdings, LLC	630 Plaza Drive Highlands Ranch, CO 80129	465020869
Arcadis Corporate Services, Inc.	630 Plaza Drive Highlands Ranch, CO 80129	542092920
Arcadis FieldTech Solutions, LLC	630 Plaza Drive Highlands Ranch, CO 80129	474640021
Arcadis G&M of Ohio, Inc.	One Seagate, Suite 700 Toledo, OH 43604	341099048
Arcadis of Michigan, LLC	28550 Cabot Dr., Suite 500 Novi, MI 48377	383666985
Construction Dynamics Group, Inc.	7550 Teague Rd., Suite 210 Hanover, MD 21076	521337163
E2 ManageTech, Inc.	26741 Portola Parkway, Suite 1E504 Foothill Ranch, CA 92610	900436015
Lawson, Noble & Webb, Inc.	2081 Vista Parkway West Palm Beach, FL 33441	592090616
Lewis & Zimmerman Associates, Inc.	7550 Teague Rd., Suite 210 Hanover, MD 21076	521708224
LFR Holding Corporation	630 Plaza Drive Highlands Ranch, CO 80129	311125585
LFR Inc.	630 Plaza Drive Highlands Ranch, CO 80129	42806712
PinnacleOne, Inc.	410 N. 44th Street, Suite 1000 Phoenix, AZ 85008	330757750
Reese, Macon and Associates, Inc.	630 Plaza Drive Highlands Ranch, CO 80129	592677754
RISE International, LLC	200 South Michigan Ave., Suite 200 Chicago, IL 60604	364133874

Question 13 - Business History Form:

- 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.

Arcadis U.S., Inc., parent company of Arcadis of New York, Inc.,

Matter #1

Name of Investigating Government Agency: U.S. Attorney General

Date Initiated: 10/31/16

In October 2016, Arcadis U.S., Inc. ("Arcadis"), was served with a grand jury subpoena from the United States Attorney's Office for the Northern District of Alabama. This federal subpoena sought information related to contracts and other interactions among Arcadis, the Birmingham Water Works Board ("BWVB"), and other government entities in Jefferson County, Alabama. In 2017, Arcadis was served with Special Grand Jury Subpoenas from the Attorney General's Office for the State of Alabama. These state subpoenas sought similar information to the federal subpoena, as well as the testimony of three then-current employees.

In December 2017, a former employee of Arcadis who had served as a Marketing Development Manager in the firm's Birmingham, Alabama, office was indicted by a Jefferson County (Alabama) Special Grand Jury for alleged violations of the Alabama Ethics Act. In February 2021, that individual entered into a plea agreement in with the state, pleading guilty to a charge of offering or giving something to a public official for the purpose of improperly influencing that official. In May 2019, the individual was indicted by a grand jury in the United States District Court for the Northern District of Alabama on alleged charges of conspiracy and wire fraud to defraud the BWVB. In July 2020, that individual entered into a plea agreement with the federal authorities, pleading guilty to a charge of conspiracy to commit wire fraud.

Arcadis fully cooperated with the investigations described above. No charges were brought or asserted against Arcadis, nor any of its subsidiaries or affiliates, regarding the matters outlined above.

Arcadis places integrity, one of the company's core values, at the center of everything it does. Arcadis strives to operate its business in an honest and responsible way, working to the highest professional standards. The actions of one former employee do not reflect the level of importance the company places on integrity.

Outcome: No charges have been brought against Arcadis or any of its affiliates.

CONFIDENTIAL

Question 13 - Business History Form:

Matter #2

Name of Investigating Government Agency: California Attorney General

Date Initiated: 2/22/17 – 11/31/2017

The California Attorney General investigated allegations arising from a project where Arcadis U.S., Inc. ("Arcadis") performed environmental sampling work for the California Department of Toxic Substances Control (DTSC). The issues involved questions about the manner in which sampling was performed, health and safety issues, and compliance with anti-harassment/nondiscrimination policies. Arcadis fully cooperated with the investigation. In November, 2017 the California Attorney General issued a report confirming that Arcadis was fully compliant with all technical aspects of the project and health and safety requirements. Arcadis also trained employees on anti-discrimination policies and took appropriate action, as needed, in full compliance with those policies.

Outcome: The investigation is now concluded.

Matter #3

Name of Investigating Government Agency: Louisiana State Board of Ethics

Date Initiated: 5/2018 – Dismissed 12/13/2018

In May, 2018 Arcadis U.S., Inc. ("Arcadis") and one of its current full-time employees (our "Employee") each received notice from the Louisiana State Board of Ethics ("Ethics Board") advising that the Ethics Board authorized a confidential investigation related to the New Orleans Sewerage and Water Board's ("Water Board") engagement of Arcadis under a Professional Services Agreement. Under that agreement, Arcadis was hired as an independent contractor to the Water Board and our Employee was partially-embedded at the Water Board to perform the agreed scope of services. It appears that the investigation notice was triggered by the erroneous assumption that our Employee was receiving salary from both Arcadis and the Water Board. Arcadis has reached out to the Ethics Board to confirm that our Employee has received salary from only Arcadis and is employed by only Arcadis. As grounds for the investigation, the Ethics Board appears to allege that Arcadis' Employee may have been deemed a "public employee" while performing the services at the Water Board on behalf of Arcadis, and therefore, should not have received anything of value from Arcadis while working in such capacity. As an independent contractor, Arcadis would dispute any allegation that our Employee was a public employee or that any benefit Arcadis provided to our Employee as a normal condition of employment at Arcadis would be prohibited.

Outcome: This matter has been dismissed.

**Business History Form:
Question 14e)****Pertaining to parent company: Arcadis U.S., Inc.**

- 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:

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.

OSHA/MSHA Citations

(FEDERAL) OSHA Citation #1233481.015: On May 18, 2017, OSHA completed an inspection of the Fred D. Wish School in Hartford, CT, in response to the employee of a third-party contractor unknowingly working around asbestos-containing materials ("ACM") or presumed ACM ("PACM"). As a result, on October 5, 2017, OSHA issued a citation to the joint venture to which Arcadis is a Party ("JV") (Arcadis/O&G/C&R Program Management Joint Venture), erroneously referring to the JV as the building/facility owner and alleging: (i) failure of the owner to notify the contractor of potential work in or adjacent to ACM or PACM; and (ii) failure of the general contractor to provide a subcontractor with a complete asbestos survey. The JV objected to the citation on the grounds that:

- 1) as the Client's Program Manager ("PM"), the JV was neither a contractor nor a building or facility owner;
- 2) the building reports and information provided to the JV by the Client did not reveal the presence of ACM or PACM; and
- 3) the JV had no contractual obligation or relationship with any contractors performing work in or around materials that may be deemed or considered ACM or PACM.

In order to resolve the citation to the reasonable satisfaction of the JV parties, and to save the substantial time and expense of a continuing appeal, the JV and OSHA entered into an "Informal Settlement Agreement" which: (i) downgraded the citation from "Serious" to "Other than Serious"; (ii) stipulated that the JV makes no admission concerning the allegations raised in the citation and that the Agreement was entered into for the sole purpose of settling the matter economically and amicably; (iii) directed the JV to pay a fine in the amount of \$5,071.00; and (iv) required the JV to provide certain additional asbestos awareness training.

Lessons Learned and Actions:

- Implemented Asbestos Awareness Training for JV employees. Arcadis also provides asbestos awareness training for our employees who may potentially be exposed to asbestos or ACM during their work.

Business History Form: Question 14e)

- Implement best practice across the client portfolio: JV to include copies of the school's AHERA management plan and 3-year re-inspection reports for contractor reference within all RFP documents prepared for client.
- Shared lessons learned with Arcadis Senior Leadership and project teams within the Division.

(FEDERAL) MSHA Citations #9343689 and #9343691: During the week of July 12, 2018, MSHA completed an inspection at the Berkley Pit Mine site (Continental Mine 24-00338) in Butte, Montana where Arcadis was working for Montana Resources. Arcadis was issued two Notices of Violation ("NOV"): (1) NOV No. 9343689 was issued on July 12, 2018 for not having an audible backup alarm on a rental pickup truck operated by Arcadis within the mine site boundary; and (2) NOV No. 9343691 was issued on July 13, 2018 for failing to set the parking brake and to chock the wheels on a parked vehicle.

Following a safety health conference call with the MSHA Rocky Mountain District, wherein Arcadis presented various defenses and mitigating circumstances relating to the inspection and the NOV's, the gravity designation for NOV No. 9343691 was modified to "unlikely" and not "significant and substantial" and Arcadis paid a \$118 civil penalty to settle and resolve the NOV. Arcadis subsequently contested NOV No. 9343689 before the Federal Mine Safety and Health Review Commission on the grounds that the pickup truck was stationary at the time of inspection and the applicable Regulation provides for several methods of safe backing, which is consistent with Arcadis' policies and practices for backing of vehicles. Prior to the hearing on Arcadis' contest, Arcadis and MSHA agreed to settle the NOV by modifying the gravity designation for NOV No. 9343689 to "unlikely" and not "significant and substantial" and Arcadis paid a \$118 civil penalty to settle the NOV economically and amicably.

The mitigating circumstances relating to the NOV's, and the corrective actions that Arcadis immediately implemented (regardless of any fault of Arcadis), included:

- 1) A backup alarm was installed immediately to address citation 9343689, Importantly, however, the vehicle was not operating at the time of the inspection and the Arcadis employee was not given the opportunity to demonstrate the other means of meeting the requirements for safe backing as listed in Title 30 CFR/56.14132b, namely use of the standard practice of sounding the vehicle horn twice before moving a vehicle on the mine site and use of a spotter when backing a vehicle with vision obscured to the rear. Also, Arcadis' standard procedure of planning traffic flow to eliminate the need to back up the vehicle was in place at all times during execution of the project.
- 2) Arcadis implemented a Stop Work action after citation 9343691 to discuss vehicle parking on-site. Later that same day, Arcadis also implemented a Safety Stand-down meeting to include the entire project team, to discuss of all aspects of work at the Arcadis Water Treatment Plant on the mine site. Please note the pickup truck driven by an Arcadis employee had arrived on-site having been rented that morning and driven directly to the site before having been outfitted with wheel chocks. The employee arrived on-site intending to properly park the new vehicle and secure wheel chocks from the office trailer located adjacent to the parking area. The employee did fail to set the parking brake when he pulled up to the parking area. The inspection took place within 5 minutes of the employee arriving at the mine site.

Business History Form: Question 14e)

A root cause analysis investigation was completed and determined that the on-site personnel did not have a full understanding of these compliance requirements when working on the MSHA regulated mine sites. As a corrective action for the failure to set the parking brake and immediately chock wheels upon parking a vehicle on a slope, Arcadis has developed the MSHA guidance checklist of required vehicle safety equipment, personal protective equipment, and required actions/behavior for working on the mine site, to be reviewed before arriving on-site. No vehicles will be brought on-site without already being equipped with the required vehicle safety equipment. A safety moment was developed to identify MSHA mine site common violations and shared companywide.

Other Citations

California Department of Toxic Substances Control (DTSC) (June 22, 2020): On June 22, 2020, the California Department of Toxic Substances Control (DTSC), issued a Summary of Violations and Inspection Report (SOV) to Arcadis, as well as Arcadis' client and subcontractor, related to a claim that in 2014 non-RCRA hazardous waste was transferred to a landfill that was not authorized to receive such waste. Arcadis discovered the mistake within a few days and immediately notified its client and initiated appropriate response actions. Arcadis removed the waste and transferred it to an appropriate landfill within about one week. The incident did not result in any actual harm or endangerment to human health or the environment. We are currently negotiating the final settlement terms with DTSC.

New Jersey Department of Environmental Protection Pre-Suspension Notice and Settlement:(November 15, 2019):

On November 15, 2019, Arcadis received a Pre-Suspension Notice from the New Jersey Department of Environmental Protection (NJ DEP) in connection with an alleged violation related to an Arcadis laboratory's failure to submit analytical results within acceptable limits in accordance with NJ DEP's applicable Non-Potable Water Proficiency Testing requirements for 2019. The matter was settled on December 3, 2019, without admission of any liability for the alleged violation. Arcadis agreed to pay a \$500 penalty and submitted acceptable corrective action for the alleged violation in late December 2019, where after, the matter was closed.

South Coast Air Quality Management District ("SCAQMD") (October 1, 2019): On October 1, 2019, SCAQMD issued a Notice of Violation ("NOV") alleging that Arcadis or its subcontractors operating in Irvine, California failed to cease earth-moving activities when wind speeds exceeded levels set by SCAQMD Rule 1466(e)(8) ("*Requirements to Minimize Fugitive Dust Emissions*"). The NOV is based on SCAQMD's misreading of Arcadis' contemporaneous data recordings as routinely submitted to

Business History Form: Question 14e)

SCAQMD. As such, Arcadis has requested that SCAQMD rescind the NOV and is awaiting the response to that request.

South Coast Air Quality Management District ("SCAQMD") (May 1, 2018): On May 1, 2018, the South Coast Air Quality Management District ("SCAQMD") issued Arcadis, Arcadis' client, and Arcadis' subcontractor Notices of Violation ("NOVs") in connection with certain earth moving activities conducted in Whittier, California. The NOVs alleged certain violations of code requirements relating to emission exceedances, stop-work requirements, and SCAQMD reporting requirements. Arcadis objected to the NOVs and clarified that several of the alleged violations amounted to "false exceedances," or incorrect interpretations of the air quality data reported to SCAQMD. On July 22, 2020, the NOVs were resolved with the execution of a Settlement Agreement that provided for: (1) payment of a civil penalty; and (2) no admission of liability on part of Arcadis, Arcadis' client, or Arcadis' subcontractor.

State of Maine Department of Environmental Protection (October 26, 2018): On October 26, 2018, Arcadis received a Notice of Violation from the State of Maine Department of Environmental Protection alleging failure to comply with Maine's asbestos laws and regulations in connection with an on-site compliance inspection on July 18, 2018. Arcadis promptly implemented the Corrective Action Plan in the NOV, and no further enforcement action was taken by the Department.

Nuclear Regulatory Commission Notice of Violation (April 25, 2018): On April 25, 2018, Arcadis received a Notice of Violation from the United States Nuclear Regulatory Commission. The Notice identified an error with regard to documenting an agreement for performing certain nuclear-related work (site characterization and surveying) on a project where the client held a similar license to do such work. Arcadis has updated its procedures accordingly. This NOV was a Level 4, the least serious level.

Bay Area Air Quality Management District Notice of Violation (August 30, 2017): Arcadis received a NOV and request for corrective action in connection with Arcadis' operation of a dual-phase extraction and treatment system at a client site in Oakland, California, pursuant to a permit issued by the Bay Area Air Quality Management District. Arcadis filed a request for cancellation of the NOV based upon the brief, technical nature of the alleged violation and based upon Arcadis' consistent and continuing compliance with the key atmospheric emissions requirements of the permit. On August 17, 2018, the District assessed a civil penalty against Arcadis in the amount of \$1,000 in the form of an early settlement offer, without further comment upon Arcadis' request for cancellation. The settlement amount constituted the lowest potential penalty available under the applicable California Health and Safety Code.

Business History Form: Question 14e)

Puget Sound Clean Air Agency Notice of Violation and Civil Penalty (May 11, 2017): Arcadis received a NOV and civil penalty in the amount of \$1,000.00 for allegedly causing or allowing failure to measure and record the catalyst inlet temperature at least once per week as required by Notice of Construction Order of Approval. Arcadis requested mitigation or cancellation of the NOV and associated penalty. The matter was settled in February 2018, and without admitting liability for the alleged violation, Arcadis agreed to pay a reduced civil penalty in the amount of \$500 in order to economically and amicably settle the matter.

California Department of Public Health Notice of Violation (August 3, 2016): Arcadis received a “non-cited” violation alleging non-compliance in connection with its radioactive materials license fees. Arcadis immediately paid the required fees.

New Jersey Department of Environmental Protection Notice of Civil Penalty Assessment (December 10, 2015): Arcadis received a proposed Administrative Consent Order, Notice of Civil Penalty Assessment, and Notice of Certificate Suspension in connection with alleged violations to Arcadis’ laboratory’s certificate found during the annual Non-Potable Water Proficiency (NPW) Proficiency Test (PT). Arcadis allegedly failed to submit analytical results by the laboratory’s certified method. The matter was settled, and without admitting liability for the alleged violation, Arcadis agreed to pay a \$500 penalty and either submit a written request to drop the laboratory’s certification for pH or acceptably perform a NPW PT sample within a specified timeframe.

ARCADIS AT A GLANCE

Outcomes that improve quality of life,
safely and sustainably

YOUR NEEDS ARE AT THE HEART OF ALL WE DO.

Today, organizations like yours must surmount some of the most significant challenges the world has ever faced. Arcadis helps you navigate this increasingly complex environment by understanding the bigger picture.

Connecting your vision to our global know-how, our people create value through built and natural assets that work in harmony with their surroundings. Whether it's maximizing space in cities, making wasteland habitable or simply taking what you do further, Arcadis delivers outcomes that improve quality of life, safely and sustainably, for you and your community.

With a deep-seated understanding of local market conditions, we address your specific needs and those of your community.



INFRASTRUCTURE

We work with you to bring stability and mobility to communities around the world by delivering best-in-class transportation networks.



ENVIRONMENT

As the leader in global environmental solutions, we deliver projects that protect the earth's resources while meeting your economic objectives.



WATER

As a global top five player in water services, we focus on the entire water cycle – from source to tap and back again – water supply and quality issues related to climate change.



BUILDINGS

We transform business performance by helping to ensure that your buildings sustain value. Our world-class solutions create a balance of form, functionality and environmental stewardship.

NORTH AMERICA



6,000+
staff



>120
offices

ENGINEERING NEWS-RECORD: 2019 RANKINGS (Arcadis U.S./CRTKL)

- 5** Top International Design Firms
- 7** Top Environmental Firms - Private Clients
- 12** Top 200 Environmental Firms
- 12** Top Program Management Firms
- 13** Top Design Firms

Best Management Consulting Firms (Forbes)

Leading provider of digital EHS services (Verdantix)

COLLABORATING WITH YOU TO CREATE A BETTER TOMORROW – TODAY



ICONIC PROJECTS

Our work defines us. Each project is unique in its own way. Together, they embody our mission and values, provide innovative and enduring solutions that enhance the built and natural environments, and improve quality of life.



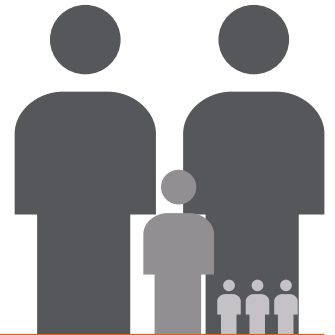
BEST PEOPLE

Our people act with creativity and with care, applying market-sector insights to help you achieve success.



EXCEPTIONAL HEALTH & SAFETY

Nothing may be as important – or have as great an impact on the lives of our people and those for whom, and with whom, we work – as health and safety. It is first and foremost in everything we do, both on and off the job site, and is the foundation for a behavior-based H&S culture that is one of the best in our industry. It is the keystone of our reputation for excellence.



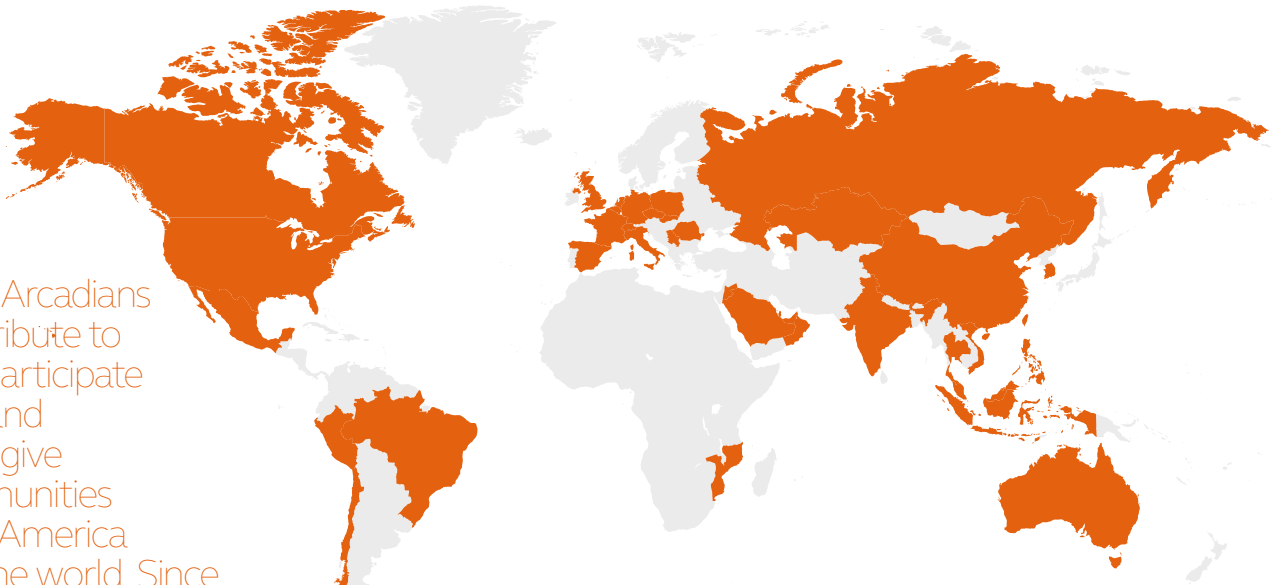
27,000+
staff

WORLDWIDE

70
countries

Arcadis.
Improving quality of life.

Thousands of Arcadians sponsor, contribute to and actively participate in programs and activities that give back to communities across North America and around the world. Since 2010, Arcadis has helped to build a better, more sustainable future by engaging with Water for People and Engineers Without Borders, and by providing pro bono support for Shelter, our partnership with UN-Habitat, the United Nations agency whose goal is to improve the quality of life in rapidly growing cities around the world.



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 Arcadis

 Arcadis North America

 @ARCADIS_US

COUNTY OF NASSAU

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

1. Name of the Entity: Arcadis of New York, Inc.

Address: 110 West Fayette St., Suite 300

City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202

Country: US

2. Entity's Vendor Identification Number: 16-1448024

3. Type of Business: Other (specify) Corporation

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 04_ANY_BoD.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.

Arcadis U.S., Inc. (100% Shareholder)
630 Plaza Drive
Highlands Ranch, CO 80129

The following companies are owned by the parent company Arcadis U.S., Inc.:

Arcadis CE, Inc.
Arcadis Central AM Holdings, LLC
Arcadis Corporate Services, Inc.
Arcadis FieldTech Solutions, LLC
Arcadis G&M of Ohio, Inc.
Arcadis of Michigan, LLC
Construction Dynamics Group, Inc.
E2 ManageTech, Inc.
Lawson, Noble & Webb, Inc.
Lewis & Zimmerman Associates, Inc.
LFR Holding Corporation
LFR Inc.
PinnacleOne, Inc.
Rise International, LLC
Reese, Macon and Associates, Inc.

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.

It is not anticipated that the above listed entities will participate in the performance of this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

John M. McCarthy [JOHN.MCCARTHY@ARCADIS.COM]

Dated: 09/20/2021 04:55:02 PM

Title: Chief Executive Officer

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.



Arcadis of New York, Inc.

Board of Directors

Name	Address	Officer
John M. McCarthy	44 South Broadway, Suite 1200 White Plains, NY 10601	Chief Executive Officer/Director
Alex Rothchild	30 Braintree Hill Office Park, Suite 105 Braintree, MA 02184	President/Director
Darren English	630 Plaza Drive, Suite 200 Highlands Ranch, CO 80129	Chief Financial Officer/Director

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

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

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

Vendor's EIN or TIN: ██████████

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
07/29/2021 05:09:46 PM

Lobbyist Registration and Disclosure Form:
07/29/2021 05:11:27 PM

Business History Form certified:
07/29/2021 05:15:58 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
07/29/2021 05:18:10 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name		Date Certified
Charles S Hocking		07/29/2021 08:52:28 AM
William Crayon		07/28/2021 05:26:19 PM
Richard E. Peters		10/06/2021 03:36:37 PM

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

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

CERTIFICATION

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

Richard E. Peters

Name

Vice President and Northeast Regional Manager

Title

Hazen and Sawyer, D.P.C.

Name of Submitting Entity

10/06/2021 03:47:35 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?

Friends of Ed Mangano Annual Golf Outing on May 31, 2016. Four golfers @ \$1,250 each.

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

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

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

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

Richard E. Peters

Dated: 07/29/2021 05:09:46 PM

Vendor: Hazen and Sawyer, D.P.C.

Title: Vice President and Northeast Regional Manager



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

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

Richard E. Peters

Dated: 07/29/2021 05:11:27 PM

Vendor: Hazen and Sawyer, D.P.C.

Title: Vice President and Northeast Regional Manager

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Charles S Hocking
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 498 Seventh Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10018
Country: US
Telephone: [REDACTED]

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

[REDACTED] ownership in Hazen and Sawyer

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer, DPC

Name of submitting business

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

Charles S Hocking

President and CEO

Title

07/29/2021 08:52:28 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: William Crayon
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
- Business Address: 77 Newbridge Road
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: [REDACTED]
- Other present address(es): 498 Seventh Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10018
Country: US
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Shareholder as of March 12, 2015

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer, D.P.C.

Name of submitting business

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

William Crayon

Chief Financial Officer

Title

07/28/2021 05:26:19 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard E. Peters
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]

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

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	01/01/2001
Chief Exec. Officer		Secretary	05/01/2009
Chief Financial Officer		Partner	
Vice President	03/01/2003		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Became shareholder on Jan 1, 2001.

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

YES ☒ NO ☐ If Yes, provide details.

For stock receivable.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer

Name of submitting business

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

Richard E. Peters

Vice President

Title

10/06/2021 03:36:37 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: 07/21/2021

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

2) Address of Place of Business: 498 Seventh Ave

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

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (212) 539-7000

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

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

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

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1951

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

List of shareholders attached.

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

1 File(s) Uploaded: Hazen Officers and Shareholders 7-21-21.pdf

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

List of officers attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Hazen Officers 7-21-21.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1300

- vi) Annual revenue of firm;

304000000

- vii) Summary of relevant accomplishments

Hazen has served successfully as a consultant to Nassau County on a continuous basis since the 1980s. Most notably under our previous On-Call Operations Assistance contract, Hazen designed and prepared the Contract Documents for the Digester rehabilitation and cleaning projects at both the Bay Park Sewage Treatment Plant and at Cedar Creek Water Pollution Control Plant. As a result, we are in a unique position to fully understand the challenges and risks of this project. We have also served as Program Manager (in Joint Venture) for the rehabilitation and upgrade of County facilities in the aftermath of Hurricane Sandy, giving us insight into the challenges of rehabilitating aged infrastructure in a dynamic environment while supporting SUEZ's operations. In addition to the

rehabilitation and cleaning project at the Cedar Creek WPCP, we also previously provided design, construction administration, and start-up services for the gravity belt sludge thickener system.

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

1 File(s) Uploaded: NYS Certificate of Authorization expires 1-31-23.pdf

B. Indicate number of years in business.

70

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

Hazen brings a national resume of wastewater and biosolids State of Good Repair rehabilitations for aged infrastructure. Coupled with our unique project-specific knowledge acquired through work performed under various contracts at both Bay Park and Cedar Creek, we can continue to provide unparalleled value to the County.

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

Company	de Bruin Engineering		
Contact Person	Robert W#. de Bruin		
Address	11 Union Ave		
City	Bethpage	State/Province/Territory	NY
Country	US		
Telephone	(516) 513-1313		
Fax #			
E-Mail Address	rdebruin@debruinengineering.com		

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

Company	Savin Engineers		
Contact Person	Shay Gavin		
Address	3 Campus Drive		
City	Pleasantville	State/Province/Territory	NY
Country	US		
Telephone	(914) 769-3200		
Fax #			
E-Mail Address	sgavin@savinengineers.com		

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

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

CERTIFICATION

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Name of submitting business: Hazen and Sawyer, D.P.C.

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

Richard E. Peters [REDACTED]

Vice President and Northeast Regional Manager
Title

07/29/2021 05:15:58 PM
Date

Hazen and Sawyer, D.P.C.
Listing of Officers

Directors and Corporate Officers

Hocking, Charles	Chair/President/Chief Executive Officer				
Peters, Richard	Director/Secretary/Vice President				
Taylor, Ronald	Director/Senior Vice President				
Carney, Patricia	Director/Vice President				
Carroll, Janice	Director/Vice President				
Haubner, Gary	Director/Vice President				
Pitt, Paul	Director/Vice President				
Stone, Alan	Director/Vice President				
Taylor, Robert	Director/Vice President				
Young, Peter	Director/Vice President				
Crayon, William	Treasurer and Chief Financial Officer				

Hazen and Sawyer, D.P.C.
Listing of Officers and Shareholders

Directors and Corporate Officers

Hocking, Charles	Chair/President/Chief Executive Officer				
Peters, Richard	Director/Secretary/Vice President				
Taylor, Ronald	Director/Senior Vice President				
Carney, Patricia	Director/Vice President				
Carroll, Janice	Director/Vice President				
Haubner, Gary	Director/Vice President				
Pitt, Paul	Director/Vice President				
Stone, Alan	Director/Vice President				
Taylor, Robert	Director/Vice President				
Young, Peter	Director/Vice President				
Crayon, William	Treasurer and Chief Financial Officer				

Shareholders

Hocking, Charles	Shareholder/President/CEO				
Peters, Richard	Shareholder/Secretary/V. President				
Taylor, Ronald	Shareholder/Senior Vice President				
Crayon, William	Shareholder/CFO/Treasurer				
Alexander, Kevin	Shareholder/Vice President				
Alpert, Scott	Shareholder				
Amos, Dwayne	Shareholder/Vice President				
Atieh, Bryan	Shareholder				
Austin, Roger	Shareholder/Vice President				
Ayotte, Francis	Shareholder/Associate Vice President				
Babson, Aaron	Shareholder				
Barboe, Edward	Shareholder/Vice President				
Barrett, Kristen	Shareholder/Associate Vice President				
Becker, William	Shareholder/Vice President				
Berger, Kelly Casey	Shareholder/Associate Vice President				
Blute, Nicole	Shareholder/Vice President				
Bonett, Scott	Shareholder/Associate Vice President				
Bowles, Evan	Shareholder				
Bradley, Norman	Shareholder/Associate Vice President				
Briley, David	Shareholder/Associate Vice President				
Broder, Michael	Shareholder/Vice President				
Bullard, Charles	Shareholder/Vice President				
Carney, Patricia	Shareholder/Vice President				
Carroll, Janice	Shareholder/Vice President				
Casey, Bret	Shareholder/Vice President				
Castro, Orlando	Shareholder				
Cooke, J. Philip	Shareholder/Associate Vice President				
Courter, Curtis	Shareholder/Associate Vice President				
Dassanayake, Chamindra	Shareholder/Vice President				
Dieffenthaler, Andre	Shareholder/Vice President				
Drummey Stiegel, Patricia	Shareholder/Associate Vice President				
Duke, Aaron	Shareholder/Associate Vice President				
Farina, Anthony	Shareholder				
Feldman, Eileen	Shareholder/Associate Vice President				
Fitzgerald, Sean	Shareholder/Vice President				
Flynn, Olivia	Shareholder				
Fortin, John	Shareholder				
Galst, Sarah	Shareholder/Associate Vice President				
Gates, Gregory	Shareholder/Vice President				
Gellner, James	Shareholder/Vice President				
Gettings, William	Shareholder/Associate Vice President				
Greiner, Anthony	Shareholder/Vice President				
Griporio, Alonso	Shareholder				
Grijalva, Lynn	Shareholder/Vice President				
Haas, David	Shareholder/Associate Vice President				

Hardy, Scott	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Hartwig, Jared	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Haubner, Gary	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Hise, Jeremy	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Hoek, Kathryn	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Jackson, Jay	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Johnson, Charles Todd	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Jones, Matthew	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Joykuty, Shajan	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Kelly, Eamon	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Khunjar, Wendell	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
King, Stephen	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Latimer, Ronald	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Levin, Benjamin	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Lienhard, Eric	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Lisk, Bryan	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Luck, Anni	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Marsjanik, Michael	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
McEnerney, Thomas	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
McPherson, Patrick	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Mehrotra, Sandeep	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Miller, Brandt	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Miller, Cindy	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Muniz, Albert	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Nagel, Ryan	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Neale, Jeffrey	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Orne, William	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Page, Jayson	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Patterson, Alicia	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Pfeffer, Kurt	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Phillips, Christopher	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Phipps, Scott	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Pitt, Paul	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Powers, Jeffery	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Psaltakis, Emanuel	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Regalado, Guillermo	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Rogers, Bryant	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Rohrbacher, Joseph	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Rosenfeldt, Erik	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Saurer, Paul	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Schubarth, Jonathan	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Smeby, Kristen Lyn	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Solomon, Marc	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Stone, Alan	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Struve, James	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Tabor, Christopher	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Tant, H. Thomas	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Taylor, Robert	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Thompson, Dahlia	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Vadiveloo, Enrique	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Valade, Matthew	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Van Horne, Matthew	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Walker, Troy	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Wang, Zheng-Ming	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Wark, Rachael	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Wietgreffe, Janeen	Shareholder/Associate Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Wilson, Charles	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Woodard, Scott	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>
Yi, Phill	Shareholder	<div></div>	<div></div>	<div></div>	<div></div>
Young, Peter	Shareholder/Vice President	<div></div>	<div></div>	<div></div>	<div></div>

**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

**HAZEN AND SAWYER DPC
498 7TH AVE
NEW YORK, NY 10018-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 02/01/2020 TO 01/31/2023.

**CERTIFICATE NUMBER
0016907**



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

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

Address: 498 Seventh Ave

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

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

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

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

1 File(s) uploaded Hazen Officers and Shareholders 7-21-21.pdf

No principals have been attached to this form.

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

If none, explain.

Please see attached listing.

1 File(s) uploaded Hazen Officers and Shareholders 7-21-21.pdf

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Richard E. Peters

Dated: 07/29/2021 05:18:10 PM

Title: Vice President and Northeast Regional Manager

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

Hazen and Sawyer, D.P.C.
Listing of Officers and Shareholders

Directors and Corporate Officers

Hocking, Charles	Chair/President/Chief Executive Officer	████████████████████	████████	██	████
Peters, Richard	Director/Secretary/Vice President	████████████████████	████████	██	████
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Crayon, William	Treasurer and Chief Financial Officer	████████████████	████	██	████

Shareholders

Government	Percentage
Current government	68%
Previous government	32%

[illegible][illegible]

Government	Percentage
Current government	55%
Previous government	45%

Age Group	Percentage
18-24	10
25-34	35
35-44	25
45-54	15
55-64	10
65-74	5
75-84	3
85-94	2
95-104	1

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Discussion**
 6. **Conclusion**
 7. **References**
 8. **Appendix**
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/04/2021

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Indian Harbor Insurance Company	
	INSURER B: Lexington Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier : @

COVERAGES**CERTIFICATE NUMBER:** 570088697820**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	Env Contr Poll			US00101061E021A Professional & Pollution SIR applies per policy terms & conditions	06/01/2021	06/01/2022	Each Claim Annual Aggregate
							\$2,000,000 \$4,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Contract No. B10001-01C2 On-Call Program Management.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 1550 Franklin Ave. Mineola NY 11501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Certificate No : 570088697820



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Number: 570088697820		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570088697820	NAIC CODE		

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
	<input checked="" type="checkbox"/> Claims-Made							
	<input checked="" type="checkbox"/> Professional Liabil							
	<input checked="" type="checkbox"/> and Contractors							
	<input checked="" type="checkbox"/> Pollution Liability							

This endorsement, effective 12:01 a.m., 06/01/21 forms a part of
Policy No. US00101061EO21A
Issued to Arcadis U.S., Inc.
by Indian Harbor Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide thirty (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;
2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



HAZE&SA-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2021

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 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Fire Insurance Company A+ (XV)		19682
	INSURER B : Travelers Indemnity Company of Connecticut A++ (Superior)		25682
	INSURER C : Twin City Fire Insurance Company A+ (XV)		29459
	INSURER D : Continental Casualty Company (CNA) A, XV		20443
	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.

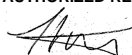
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	42UUNOL5499	3/29/2021	3/29/2022	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	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	X	X	42UENOL5501	3/29/2021	3/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	ZUP31N1064A21	3/29/2021	3/29/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	42WBOL6H6E	3/29/2021	3/29/2022	<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
D	Professional Liab.			AEH008231489	3/29/2021	3/29/2022	Per Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: B10001-01C2 ON-CALL PROGRAM MANAGEMENT CONTRACT

Nassau County is included as additional insured with respect to General Liability per form CG 20 26 04 13, Automobile Liability per form HA 99 17 06 14, and Umbrella Liability per form EU 00 01 07 16, when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile SEE ATTACHED ACORD 101

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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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: June 2, 2021

SUBJECT: On-Call Program Management Services
RFP No. PW-B10001-01C
Recommendation of Award

Summary

The Department seeks to procure program management services via multiple on-call professional services contracts to support certain programs managed by the Department's various engineering and administration units. The services to be procured and provided are Capital Project Management, Pavement Program Management, Grant Application Preparation and Management, Task Assignments for New York Metropolitan Transportation Council (NYMTC), Support Vendor Responsibility Determination Activities, and Support Contract Management Activities. The selected vendors are AECOM, Arcadis, Armand, Jacobs, LiRo and Skanska. The individual contracts will be for a term of five (5) years, with a potential renewal for two (2) years with a total compensation cap of \$3,500,000.00 per year. The Department historically has had various personal service contracts covering these services. It is the intent of these on-call contracts to provide similar services as existing contracts expire and to have ready resources available to support the Department needs in the management and delivery of capital program projects in future years. These services are essential for unplanned spikes in capital program activity as has been the case with recovery from Superstorm Sandy in the past and as may be the case with Stimulus and other unplanned funding sources in future years.

Firms were requested to submit technical and cost proposals in accordance with the Request for Proposal (RFP) dated January 8, 2021. The RFP was prepared in accordance with the County's procurement policy. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday.

The County received fourteen (14) responses to the Request for Proposals (RFP) on February 5, 2021. All proposals were considered eligible for review.

Submittal Evaluation

The technical proposals were evaluated by professional staff within the Department: Elisa Picca, Chief Deputy Commissioner; Rakhai Maitra, Deputy Commissioner; Vincent Falkowski, Deputy Commissioner; and Andrea Pereira, Civil Engineer II.

The Firms were scored individually for each of the six (6) separate sub-tasks in the RFP. The sub-tasks are as follows: Capital Project Management, Pavement Program Management, Grant Application Preparation and Management, Task Assignments for New York Metropolitan Transportation Council (NYMTC), Support Vendor Responsibility Determination Activities, and Support Contract Management Activities. Firms were allowed to select which sub-tasks they wished to be considered for; they were not required to propose on all tasks.

After tabulating the combined technical scores for each sub-task separately and establishing ranking order, as per tables listed below, the committee made the following determination:

Sub-Task C.1: Capital Program Management

Upon completion of technical review, the Technical Review Committee (TRC) decided that the top six (6) firms, representing the highest technically ranked firms, had a great deal of experience providing Capital Program Management to Nassau County and/or nearby municipalities and should be retained on an on-call basis. The top six (6) firms, as listed below, are Arcadis, Jacobs, AECOM, LiRo, Armand and Skanska.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

Page two

SUBJECT: On-Call Program Management Services
RFP No. PW-B10001-01C
Recommendation of Award

Firm	Rank	Average Technical Score
Arcadis	1	95.00
Jacobs	2	92.25
AECOM	3	90.50
LiRo	4	89.75
Armand	5	83.25
Skanska	6	82.25
EnTech	7	78.25
Tectonic	8	77.25
Hudson Meridian	9	76.50
Works In Progress	9	76.50
SI Engineering	11	72.75
Atlas	12	71.25
Raul V. Bravo	13	50.00
Cashin	N/A	Did Not Propose

Sub-Task C.2: Pavement Program Management

Upon reviewing the technical scores for this section, the TRC decided that only the top three (3) firms, LiRo, Jacobs, and AECOM, should be considered to perform services under Section C.2. The difference in technical scores between second and fourth place is quite large, indicating to the TRC that firms ranked second and above have greater technical qualifications and experience to perform services under Section C.2.

Firm	Rank	Average Technical Score
LiRo	1	91.00
Jacobs	2	90.25
AECOM	2	90.25
Skanska	4	79.00
Works In Progress	5	78.75
Tectonic	6	77.75
Atlas	7	73.75
Hudson Meridian	8	69.00
SI Engineering	9	66.75
Arcadis	N/A	Did Not Propose
Armand	N/A	Did Not Propose
Cashin	N/A	Did Not Propose
EnTech	N/A	Did Not Propose
Raul V. Bravo	N/A	Did Not Propose

Sub-Task C.3: Grant Application Preparation and Management

The TRC recommends that the top five (5) firms, Arcadis, Armand, Jacobs, AECOM and LiRo should be retained to perform services under Section C.3. These five firms scored above an 85 and demonstrated to the TRC that they had both the technical understanding and experience to perform the function listed in the RFP's scope of work.

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

Page three

SUBJECT: On-Call Program Management Services
RFP No. PW-B10001-01C
Recommendation of Award

Firm	Rank	Average Technical Score
Arcadis	1	93.50
Armand	2	88.75
Jacobs	3	87.50
AECOM	4	87.00
LiRo	5	86.50
Works In Progress	6	79.25
Hudson Meridian	7	78.25
Tectonic	8	77.75
Skanska	9	76.50
Atlas	10	70.25
SI Engineering	11	62.00
Raul V. Bravo	12	58.00
Cashin	N/A	Did Not Propose
EnTech	N/A	Did Not Propose

Sub-Task C.4: Task Assignments for New York Metropolitan Transportation Council (NYMTC)

The TRC recommends the top three (3) firms, Jacobs, LiRo and AECOM be considered to perform services listed under Section C.4. Top three firms scored above 85 and provided vast amount of experience working with NYMTC.

Firm	Rank	Average Technical Score
Jacobs	1	92.25
LiRo	2	91.25
AECOM	3	86.50
Hudson Meridian	4	78.25
Works in Progress	5	74.75
Skanska	6	74.50
Tectonic	7	71.75
Atlas	8	67.25
SI Engineering	9	63.75
Raul V. Bravo	10	56.50
Arcadis	N/A	Did Not Propose
Armand	N/A	Did Not Propose
Cashin	N/A	Did Not Propose
EnTech	N/A	Did Not Propose

Sub-Task C.5: Support Vendor Responsibility Determination Activities

Upon review of the technical scores, the TRC recommends that the top five (5) firms, Jacobs, Arcadis, LiRo, Armand and AECOM be considered to perform services under Section C.5. All five firms scored above an 83 and proposed personnel under this task which have a great deal of experience with the County's system and providing support to the County.

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

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SUBJECT: On-Call Program Management Services
RFP No. PW-B10001-01C
Recommendation of Award

Firm	Rank	Average Technical Score
Jacobs	1	92.25
Arcadis	2	91.75
LiRo	3	88.25
Armand	4	85.75
AECOM	5	83.00
Skanska	6	74.50
Tectonic	6	74.50
Works In Progress	8	73.25
Atlas	9	64.50
SI Engineering	10	64.25
Hudson Meridian	11	63.00
Raul V. Bravo	12	59.25
Cashin	N/A	Did Not Propose
EnTech	N/A	Did Not Propose

Sub-Task C.6: Support Contract Management Activities

The TRC recommends the top five (5) firms, Arcadis, Jacobs, LiRo, AECOM, and Armand be considered for services listed under Section C.6. All five firms had technical scores above 83 and provided detailed experience and qualifications that were superior to the other proposals submitted.

Firm	Rank	Average Technical Score
Arcadis	1	91.25
Jacobs	2	90.00
LiRo	2	90.00
AECOM	4	86.50
Armand	5	83.50
Cashin	6	79.00
Skanska	7	76.00
Atlas	8	74.75
Tectonic	9	74.25
Works In Progress	9	74.25
SI Engineering	11	70.50
Hudson Meridian	12	66.50
Raul V. Bravo	13	58.75
EnTech	N/A	Did Not Propose

In summary, six firms have been selected to perform services under this RFP: AECOM, Arcadis, Armand, Jacobs, LiRo, and Skanska. The table below summarizes the sub-tasks for which these firms were selected to be considered on future task orders.

Office of the County Executive
 Att: Brian J. Schneider, Deputy County Executive
 June 2, 2021
 Page five
 SUBJECT: On-Call Program Management Services
 RFP No. PW-B10001-01C
 Recommendation of Award

Sub-Task	AECOM	Arcadis*	Armand	Jacobs	LiRo	Skanska
C.1: Capital Program Management	✓	✓	✓	✓	✓	✓
C.2: Pavement Program Management	✓			✓	✓	
C.3: Grant Application Preparation and Management	✓	✓	✓	✓	✓	
C.4: Task Assignments for New York Metropolitan Transportation Council (NYMTC)	✓			✓	✓	
C.5: Support Vendor Responsibility Determination Activities	✓	✓	✓	✓	✓	
C.6: Support Contract Management Activities	✓	✓	✓	✓	✓	

**For Environmental projects only*

It is the Department's recommendation that AECOM, Arcadis, Armand, Jacobs, LiRo, and Skanska be retained to provide services for each of the sub-tasks in which they proposed and were recommended to perform such services, as stated above.

It should be noted that no specific scope of services was requested in this RFP since the services are of an "on-call" nature. A cost proposal was submitted separately in a sealed envelope as requested in the RFP. The firms selected to provide these services will be compensated on either lump sum or on the basis of actual salaries paid to the technical personnel engaged in performing the services times a multiplier (listed below). Funding for these professional services will be available on a project specific basis. Arcadis' multiplier was considered high and the TRC subsequently requested a BAFO from the Firm. Arcadis provided a BAFO for 2.75 which was considered acceptable and in line with previous contracts they have with the County. The proposed multipliers for all other Firms were within an acceptable range for the TRC and were in line with the Department's expectations for this type of work.

Firm	Multiplier	BAFO
AECOM	2.48	
Arcadis	2.90	2.75
Armand	2.10	
Jacobs	2.20	
LiRo	2.15	
Skanska	2.65	

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

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SUBJECT: On-Call Program Management Services
RFP No. PW-B10001-01C
Recommendation of Award

The initial encumbrance for each contract will be for a \$.01 with a cap per year of \$3,500,000.

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



Kenneth G. Arnold
Commissioner

KGA:RM:

c: Elisa Picca, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Vincent Falkowski, Deputy Commissioner
Andrea Pereira, Civil Engineer II

APPROVED:



6/2/2021

Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ
 ☒ RFP
 ☐ RFBC
 ☐ In-House or Requirements Work Order
Project Title: Program Management OncallDepartment: Public Works Project Manager: Karnold Date: 12/28/20Service Requested: Provide oncall Program Manager Assistance

Justification:

Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (~~PXX~~/Design/Construction/CM/Equipment) \$3,500,000
Circle appropriate phaseTotal Project Cost: _____ Date Start Work: 7/1/21 Duration: _____
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☒ NO ☐ [Signature] 12/29/20
SIGNATURE DATEFunding Allocation (Capital Project): 61587 - \$250k, 63029 - \$250k, 62017 - \$100k, 62153 - \$100k, 63400 - \$200k
See Attached Sheet if multiyear ☐ 90400 - \$100k, 90406 - \$300k, 90632 - \$700k, 35114 - \$1,000k, 3P312 - \$50NIFS Entered : _____ DATE _____ AIM Entered: Nancy Allen 12/30/20
SIGNATURE DATEFunding Code: _____ Timesheet Code: 20-0223
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ [Signature]
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Brian J. Schneider 12/29/2020
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Andrea Pereira, Civil Engineer II

FROM: Office of the Commissioner

DATE: July 16, 2020

SUBJECT: CSEA Sub-Contracting Approval
C20-056 – Proposed Contract No. B1000101C – ‘On-Call’ Contract for Project Management Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C20-056**.

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

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Elissa Picca, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



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

C20-061

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

FROM: Department of Public Works


DATE: May 18, 2020

SUBJECT: CSEA Notification of a Proposed DPW Contract
On-call Contract for Program Management Services
Proposed Contract No: B1000101C

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

1. DPW plans to recommend a contract/agreement for the following services: On-Call Program Management Services
2. The work involves the following:
The Contractor shall provide technically qualified personnel to the County for the purpose to provide "On-Call" Program Management services to the Department's various engineering and administration Units. These services will include, but may not be limited to Capital Project Program Management including but not limited to Tank Consent Order Compliance Management, Grant Application Preparation and Administration and support associated with the New York Metropolitan Transportation Council, and any other services necessary to address a wide variety of projects and assignments.
3. An estimate of the cost is: TBD
4. An estimate of the duration is: Four (4) years

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


Roseann D'Alleva
Deputy Commissioner

RD:RM:jd

c: Christopher Nicolino, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources Unit
Jonathan Lesman, Management Analyst II
Andrea Pereira, Civil Engineer II



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.

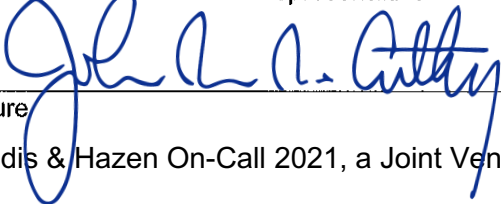
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John M. McCarthy, JV Principal

08/04/21

Name and Title of Authorized Representative

m/d/yy



08/04/21

Signature

Date

Arcadis & Hazen On-Call 2021, a Joint Venture

Name of Organization

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

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.

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- | | |
|---------------------------------------------|-----------|
| John McCarthy, CEO | 7/29/2021 |
| Name and Title of Authorized Representative | m/d/yy |

Arcadis of New York, Inc.
Name of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
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(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.

Richard E. Peters, Vice President and Northeast Regional Manager

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Hazen and Sawyer, D.P.C.

Name of Organization

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

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Arcadis & Hazen On-Call 2021, A Joint Venture
Address (street/city/state/zip code):	498 Seventh Avenue, New York, NY 10018
Authorized Representative (name/title):	Eric Mills, Program Controls Manager
Authorized Signature:	<i>Eric Mills</i>
Contract Number:	B10001-01C2
Contract/Project Name:	On-Call Program Management
Contract/Project Description:	Program Management services for to be determined infrastructure task orders.

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		TBD based on award of future Task Orders
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion
Name: Bidwell Environmental Address: 1353 Kings Highway, PO Box 266 City: Sugar Loaf State/Zip Code: NY, 10981 Authorized Representative: Ellen Metzger Telephone No. (845) 610-3993	Environmental health and safety consulting services	Amount (\$): _____ TBD Award Date: _____ TBD	Start Date: _____ TBD Completion Date: _____ TBD
Name: CSM Engineering Address: 626 RXR Plaza City: Uniondale State/Zip Code: NY 11556 Authorized Representative: Carolyn Shah-Moehringer Telephone No. (516) 378-1938	Administrative staff and field inspections services	Amount (\$): _____ TBD Award Date: _____ TBD	Start Date: _____ TBD Completion Date: _____ TBD
Name: Nasco Construction Services Inc Address: 20 Business Park Drive Suite 302 City: Armonk State/Zip Code: NY 10504 Authorized Representative: Edward Hiney Telephone No. (914) 765-0984	Cost Estimating Services	Amount (\$): _____ TBD Award Date: _____ TBD	Start Date: _____ TBD Completion Date: _____ TBD

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Ensign Engineering P.C. Address: 1111 Calhoun Avenue City: Bronx State/Zip Code: NY 10465 Authorized Representative: Regina Gallagher Marengo Telephone No. 718 863-6178	Construction Inspection and ADA Compliance	Amount (\$): TBD <hr/> Award Date: TBD	Start Date: TBD <hr/> Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: 	Start Date: <hr/> Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: 	Start Date: <hr/> Completion Date: