



Certified: --

E-35-22

FILED WITH THE CLERK OF THE NASSAU
COUNTY LEGISLATURE APRIL 29, 2022
9:13AM

NIFS ID: CLPW22000010

Capital: X

Contract ID #: CFPW13000001

NIFS Entry Date: 03/24/2022

Department: Public Works

Service: Environ.... Facilities System-Wide SCADA Design
Amendment No. 2 S35117-02C

Term: from 10/16/2022 to 10/16/2025

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension: X		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Camp Dresser McKee & Smith DBA: CDM Smith	ID#: 042473650
Main Address: 60 Crossways Park Drive West Woodbury, NY 11797	
Main Contact: Christopher Korzenko	
Main Phone: (516) 730-3919	

Department:
Contact Name: Adrian Hamilton
Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793
Phone: (516) 571-7536
Email: LDionisio@nassaucountyny.gov, EKobel@nassaucountyny.gov, AHAMILTON@NASSAUCOUNTYNY.GOV, DPWcontractadmin@nassaucountyny.gov, Adrian.hamilton@jacobs.com

Contract Summary

Purpose: This Department is requesting approval to amend the existing personal services agreement S35117-02C with the Design Engineering firm, Camp, Dresser, McKee & Smith (CDM Smith). Amended term and cost will be necessary to continue with engineering services for the SCADA projects that are related to nearly all the County's wastewater infrastructure.

Method of Procurement: A Request for Proposals (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County website and advertised in Newsday. Technical and separately sealed cost proposals were received from four firms on June 19, 2012. Camp, Dresser, McKee & Smith (CDM Smith)

was selected as the highest technically rated firm with the cost proposal that offered the best value for the County.

Procurement History: An RFP was issued and proposals were received from four firms. CDM Smith was selected the best value as the highest technical rated firm and a cost proposal that provide the best value to the county. The original agreement, was from October 17, 2013, through October 16, 2017, and extended to October 16, 2022 by amendment No. 1, and via extension letters from the Commissioner.

Description of General Provisions: CDM Smith, will continue to perform as the design engineer for the Environmental Facilities System-Wide SCADA projects based on their technical expertise and extensive knowledge and understanding of the subject projects. The requested extension will allow CDM Smith to complete their contracted services.

Impact on Funding / Price Analysis: Funding is available in Capital fund 35117. This amendment will add \$250,000.00 to the contract.

Change in Contract from Prior Procurement: This amendment shall increase the Maximum Amount to \$1,378,700.00, and extend the contract term.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00002	PWCSWCSW 00002 35117 002	03	\$250,000.00
						TOTAL		\$250,000.00

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$250,000.00
Other	\$0.00
Total	\$250,000.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	03/25/2022 10:38AM	Approved
NIFS Final Approval	Roseann D'Alleva	03/25/2022 11:07AM	Approved
Final Approval	Roseann D'Alleva	03/25/2022 11:07AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	03/25/2022 11:07AM	Approved
Final Approval	Roseann D'Alleva	03/25/2022 11:07AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	03/25/2022 11:16AM	Approved
Approval as to Form	Daniel Gregware	03/25/2022 12:33PM	Approved
NIFS Approval	Daniel Gregware	03/25/2022 01:40PM	Approved
Final Approval	Daniel Gregware	03/25/2022 01:40PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	03/25/2022 11:39AM	Approved
NIFA Approval	Christopher Nolan	03/28/2022 01:58PM	Approved
Final Approval	Christopher Nolan	03/28/2022 01:58PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	03/31/2022 04:25PM	Approved
DCE Compliance Approval	Robert Cleary	04/07/2022 05:23PM	Approved
Vertical DCE Approval	Edward Powers	04/08/2022 09:20AM	Approved
Final Approval	Edward Powers	04/08/2022 09:20AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/28/2022 05:31PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Camp Dresser McKee & Smith to provide design engineering and related construction phase services in connection with the Environmental Facilities System-Wide Supervisory Control and Data Acquisition (SCADA) improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Camp Dresser McKee & Smith.

AMENDMENT NO. 2

THIS AMENDMENT (this “Amendment”), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the “Department”), and (ii) Camp Dresser McKee & Smith, a consulting engineering firm having its principal office at 60 Crossways Park W Suite 340, Woodbury, New York 11797 (the “Firm”).

WITNESSETH:

WHEREAS, pursuant to County contract number S35117-02C between the County and the Firm, executed on behalf of the County on October 17, 2013 (the “Original Agreement”), the Firm performs construction management services for the County in connection with the Environmental Facilities System-Wide SCADA Project, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from October 17, 2013, through October 16, 2017 (the “Original Term”); and extended to October 16, 2022 (Amendment No. 1, and via extension letters)

WHEREAS, the County and the Firm desire to amend the Term of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for Three (3) year, so that the termination date of the Agreement as amended by this Amendment shall be October 16, 2025 (the “Amended Expiration Date”). Notwithstanding the foregoing, this amendment, shall also allow for the extension of this Amended Agreement, for a period of up to one (1) year Operation & Maintenance monitoring beyond the successful completion of the project. The Amended 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 extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by Two Hundred Fifty Thousand Dollars and Zero Cents (**\$250,000.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be One Million, Three Hundred Seventy-Eight Thousand, Seven Hundred Dollars and Zero Cents **1,378,700.00**) (the “Amended Maximum Amount”).

3. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

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

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

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

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

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

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

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Camp Dresser McKee & Smith.

By: _____

Name: Keith F. Kelly, PE

Title: Partner

Date: 2/22/2022

COUNTY OF NASSAU

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 22nd day of February in the year 2022 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Camp Dresser McKee & Smith, the partnership 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

JAYNE CICCONE
Notary Public, State of New York
No. 01C16208399
Qualified in Nassau County
Commission Expires May 18, 2025

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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Camp Dresser McKee & Smith

2. Amount requiring NIFA approval: \$250,000.00

Amount to be encumbered: \$250,000.00

Slip Type: Amendment

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

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

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

3. Contract Term: 10/16/2022 to 10/16/2025

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

This Department is requesting approval to amend the existing personal services agreement S35117-02C with the Design Engineering firm, Camp, Dresser, McKee & Smith (CDM Smith). Amended term and cost will be necessary to continue with engineering services for the SCADA projects that are related to nearly all the County's wastewater infrastructure.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
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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

03/28/2022

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.

Elaine Phillips
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 #: [REDACTED] _____

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.

Roseann DALLEVA

Department Head Signature

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Camp Dresser McKee & Smith

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

Vendor's EIN or TIN: 04-2473650

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/11/2022 01:29:58 PM

Lobbyist Registration and Disclosure Form:
02/11/2022 02:49:32 PM

Business History Form certified:
02/11/2022 02:52:23 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/11/2022 02:44:41 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Ernest C. Ashley[ASHLEYEC@CDMSMITH.COM]	02/16/2022 10:58:02 AM
Thomas Schoettle[SCHOETTLET@CDMSMITH.COM]	02/10/2022 04:55:39 PM
Barry Giorgi[GIORGIBL@CDMSMITH.COM]	02/10/2022 06:13:09 PM
Keith F. Kelly[KELLYKF@CDMSMITH.COM]	02/11/2022 02:43:42 PM

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

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

CERTIFICATION

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

Keith F. Kelly KELLYKF@CDMSMITH.COM

Name

Partner

Title

Camp Dresser McKee & Smith

Name of Submitting Entity

02/21/2022 01:47:17 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

Dated: 02/11/2022 01:29:58 PM

Vendor: Camp Dresser McKee & Smith

Title: Partner

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

1/4 ownership of the partnership.

1 File(s) Uploaded: Partner List 2-10-2022.pdf

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Camp Dresser McKee & Smith

Name of submitting business

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

Ernest C. Ashley [ASHLEYEC@CDMSMITH.COM]

Partner

Title

02/16/2022 10:58:02 AM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

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

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

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

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

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

File

March 18, 2021

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Barry Giorgi
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US
- Business Address: 75 State Street, Suite 701
City: Boston State/Province/Territory: MA Zip/Postal Code: 02109
Country: US
Telephone: 617-452-6000
- Other present address(es):
City: State/Province/Territory: NY Zip/Postal Code:
Country: US
Telephone:

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	08/01/2014
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership

2 File(s) Uploaded: Partner List 2-10-2022.pdf, Response to Vendor Disclosure Questions Memo 3-18-21.pdf

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

President and 1/3 shareholder, CDM Architects Inc.

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

YES ☐ NO ☒ If Yes, provide details.

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

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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.

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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?

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

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

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

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Camp Dresser McKee & Smith

Name of submitting business

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

Barry Giorgi [GIORGIBL@CDMSMITH.COM]

Partner

Title

02/10/2022 06:13:09 PM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

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

File

March 18, 2021

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

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership

1 File(s) Uploaded: Partner List 2-10-2022.pdf

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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camp Dresser McKee & Smith

Name of submitting business

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

Keith F. Kelly [KELLYKF@CDMSMITH.COM]

Partner

Title

02/11/2022 02:43:42 PM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]



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March 18, 2021

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 14 Wall Street, Suite 4G
City: New York State/Province/Territory: NY Zip/Postal Code: 10005
Country: US
Telephone: 212-377-4397

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

1/4 Ownership of the partnership.

1 File(s) Uploaded: Partner List 2-10-2022.pdf

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Camp Dresser McKee & Smith

Name of submitting business

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

Thomas Schoettle [SCHOETTLET@CDMSMITH.COM]

Partner

Title

02/10/2022 04:55:39 PM

Date

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

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

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

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

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

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

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

File

March 18, 2021

Page 2

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

Business History Form

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

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

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

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

Date: 02/10/2022

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

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

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

Country: US

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

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

Country: US

Phone: _____

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

4) Dun and Bradstreet number: NA

5) Federal I.D. Number:

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

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

YES ☒ NO ☐ If yes, please provide details:

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Camp Dresser McKee & Smith (CDM Smith) performs conflict of interest checks on all projects prior to submitting a proposal for that work.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1947

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

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

1 File(s) Uploaded: Partner List 2-10-2022.pdf

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

No officers and directors from this company have been attached.

1 File(s) Uploaded: Partner List 2-10-2022.pdf

- iv) State of incorporation (if applicable);

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Qualifications and Accomplishments.pdf

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

1 File(s) Uploaded: NY-Camp Dresser McKee Smith_0018320_Exp. 12.31.2023.pdf

- 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.

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

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

1 File(s) Uploaded: Qualifications and Accomplishments.pdf

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

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

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

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

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

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

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: Camp Dresser McKee & Smith

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

Partner
Title

02/11/2022 02:52:23 PM
Date

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

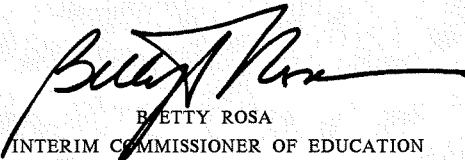
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

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

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



**CERTIFICATE NUMBER
0018316**


**BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION**

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]

Experience of the Firm

CDM Smith Brief History and Qualifications

More than 72 years ago, the founders of Camp Dresser McKee & Smith (CDM Smith) forged a vision of a firm that would break new technical ground, set new standards for client services, and engineer new solutions to meet the world's changing needs. Theirs was a vision of principles and persistence, of stewardship and services, of ingenuity and innovation. That vision continues to be vigorously pursued.

Our mission is comprised of a set of corporate goals that could only have been achieved by implementing our prevailing business philosophy: that of listening carefully to our clients' needs, thinking about the best approach to meet their needs—from the “big picture” to the smallest details—and delivering integrated, timely, and cost-effective solutions. Project by project and community by community, our founders and those who have followed after them have built a strong foundation for the CDM Smith of today, enabling us to evolve into a consulting, engineering, construction, and operations firm of professionals worldwide. We are a firm that remains true to the vision of its founders, dedicated to exceptional client service, and committed to the business approach they put in place: **listen. think. deliver.**

Globally Situated, Locally Focused

Woodbury, New York Office

60 Crossways Park Drive
West, Suite 340
Woodbury, NY 11797

Phone: 516-496-8400

Fax: 516-921-1521

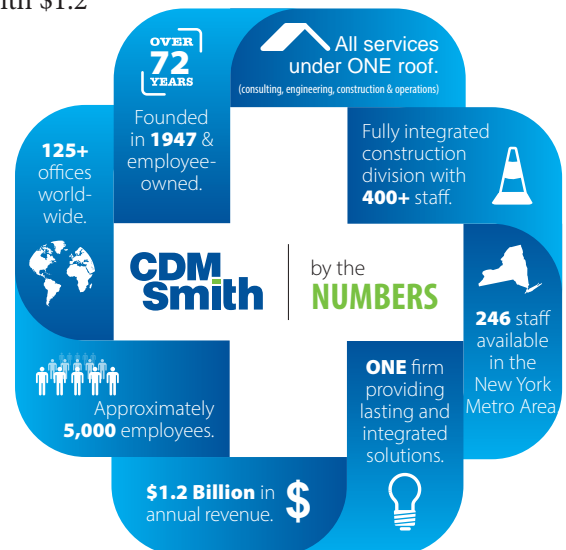
Contact: Christopher A.
Korzenko, P.E., BCEE, PMP
Client Service Leader

CDM Smith is a global, full-service consulting, engineering, construction, and operations firm delivering exceptional service and helping clients improve the environment and infrastructure. With \$1.2

billion in annual

revenues, CDM Smith maintains the size, stability, and resources required to

successfully undertake a diverse range of projects. Our full range of comprehensive services includes architectural and engineering design, energy, environmental management and planning, transportation, management consulting, information management, operations and construction. Projects range from small, short-term solutions to complex,



ongoing environmental and infrastructure management programs, with a common focus:

CDM Smith's driving philosophy of providing exceptional client service and building long-term relationships.

As an employee-owned firm, the County of Nassau will be served from our multi-disciplinary staff of 5,000 in more than 125 offices worldwide.

CDM Smith provides clients with expertise that can only be available from a global firm but does so with the personal touch that can only be provided by local offices and staff. Our on-call professional engineering services for this project will be led from our Woodbury, New York office under the direction of **Mr. Christopher Korzenko, PE, BCEE, PMP**, our Client Service Leader /Project Director.

Mr. Korzenko will be supported by a team of engineers and operations specialists located in the New York Metro area, who will be led by our project manager Mr. Howard Matteson, PE, BCEE, PMP. Mr. Matteson recently served as the project manager for the County's efficiency improvements project at both the Bay Park and Cedar Creek wastewater facilities and has a thorough understanding of the County's processes and requirements.



SOURCE: ENR, 2019

The strength of CDM Smith's engineering and environmental services is the result of the firms ability to overcome the challenges of a shifting modern environmental landscape. Over the years, CDM Smith has entered into new fields to better serve clients,

initiated new ideas, and emerged among the industry leaders. Currently, CDM Smith is ranked 7th among the top 20 in wastewater treatment, 4th among the top 20 in water, 15th among the top 20 in hazardous waste, 18th among the top 200 environmental engineering firms, and 23rd among the top 500 design firms in the United States according to the Engineering News-Record (ENR).

Qualifications

On-Call Engineering Services

CDM Smith offers the unmatched qualifications and working knowledge of NCDPW's systems and infrastructure necessary to bring success to all proposed projects under NCDPW's upcoming On-Call Engineering Services contract. Through a "lessons learned" approach, CDM Smith will continue to build upon our past and current experience with NCDPW, ensuring the smooth transition and operation of all tasks required throughout the contract term. We look forward to continuing the strong partnership between CDM Smith and NCDPW, and to working cooperatively to complete projects on time and within budget. We are very familiar with an on-call approach and have presented some of our representative on-call experience in **Tables 1-1 and 1-2**.

Table 1-1. Annual Consulting/On-Call Experience.

Client	Studies & Reports	Design	Bidding	Design Services During Construction	RPR	Staff Augmentation	Other Specialty Services
New York Power Authority	✓	✓	✓	✓	✓		✓
New York State DEC	✓	✓					✓
New York City Department of Environmental Protection	✓	✓	✓	✓	✓	✓	✓
Allegheny County Sanitary Authority	✓	✓	✓	✓	✓	✓	✓
Hartford Metropolitan District	✓	✓	✓	✓	✓	✓	✓
Springfield Water and Sewer Commission	✓	✓	✓	✓	✓		✓
Massachusetts Water Resources Authority	✓	✓	✓	✓	✓		✓
Waterbury Water Pollution Control	✓	✓	✓	✓	✓	✓	✓
Passaic Valley Sewerage Commission	✓	✓	✓	✓	✓		✓
Joint Meeting of Essex and Union Counties	✓						✓
Middlesex County Utilities Authority	✓	✓	✓	✓	✓		✓
Somerset Raritan Valley Sewerage Authority	✓	✓	✓	✓	✓	✓	✓
Linden Roselle Sewerage Authority	✓	✓	✓	✓	✓		✓
Floraham Park Sewer Utility	✓	✓	✓	✓	✓		✓
South Monmouth Regional Sewerage Authority	✓	✓	✓	✓	✓		✓
Franklyn Township Sewerage Authority	✓	✓					
Township of Parsippany Troy Hills	✓	✓	✓	✓	✓		✓
Lambertville Municipal Utilities Authority	✓	✓	✓	✓	✓		
Rahway Valley Sewerage Authority	✓	✓	✓				

Table 1-2 Representative Annual Consulting/On-Call Contracts By Technical Service Area.

Client	Collection Systems	Pumping Stations	Grit & Screening	Settling Tanks	Oxygen Systems	Solids Processing	Solids Receiving	Nutrient Removal	High Voltage	Cogeneration	I&C/SCADA	Odor Control	Disinfection	Process Modeling	Environmental	WQ Modeling	Permit Compliance	Piloting	Specialty Services	Comments
New York Power Authority						✓			✓	✓	✓			✓	✓		✓	✓	✓	
New York City Department of Environmental Protection	✓					✓				✓	✓		✓		✓		✓	✓	✓	Organizational Fitness
Allegheny County Sanitary Authority	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	Organizational Fitness
Hartford Metropolitan District	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	GIS Services
Springfield Water and Sewer Commission	✓	✓				✓			✓		✓		✓	✓	✓		✓	✓	✓	Energy Audit Services

Client	Collection Systems	Pumping Stations	Grit & Screening	Settling Tanks	Oxygen Systems	Solids Processing	Solids Receiving	Nutrient Removal	High Voltage	Cogeneration	I&C/SCADA	Odor Control	Disinfection	Process Modeling	Environmental	WQ Modeling	Permit Compliance	Piloting	Specialty Services	Comments
Massachusetts Water Resources Authority	✓	✓	✓			✓	✓		✓		✓				✓		✓	✓	✓	
Waterbury Water Pollution Control	✓	✓				✓		✓	✓		✓			✓	✓		✓	✓	✓	
Passaic Valley Sewerage Commission	✓	✓		✓		✓					✓	✓			✓	✓	✓	✓	✓	Air Permitting
Joint Meeting of Essex and Union Counties	✓													✓		✓	✓			
Middlesex County Utilities Authority		✓							✓	✓					✓		✓		✓	Air Permitting
Somerset Raritan Valley Sewerage Authority	✓	✓		✓		✓		✓			✓		✓	✓	✓		✓	✓		
Linden Roselle Sewerage Authority	✓	✓	✓	✓		✓			✓		✓	✓	✓		✓		✓		✓	
Florham Park Sewerage Utility	✓	✓	✓	✓		✓		✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	
South Monmouth Regional Sewerage Authority	✓	✓				✓				✓	✓		✓	✓						
Franklyn Township Sewerage Authority	✓	✓															✓			
Township of Parsippany Troy Hills			✓	✓		✓		✓	✓		✓			✓			✓			
Lambertville Municipal Utilities Authority	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓				✓		✓	
Rahway Valley Sewerage Authority			✓	✓			✓		✓	✓	✓		✓	✓			✓		✓	Digester Gas Cleaning

Wastewater Treatment

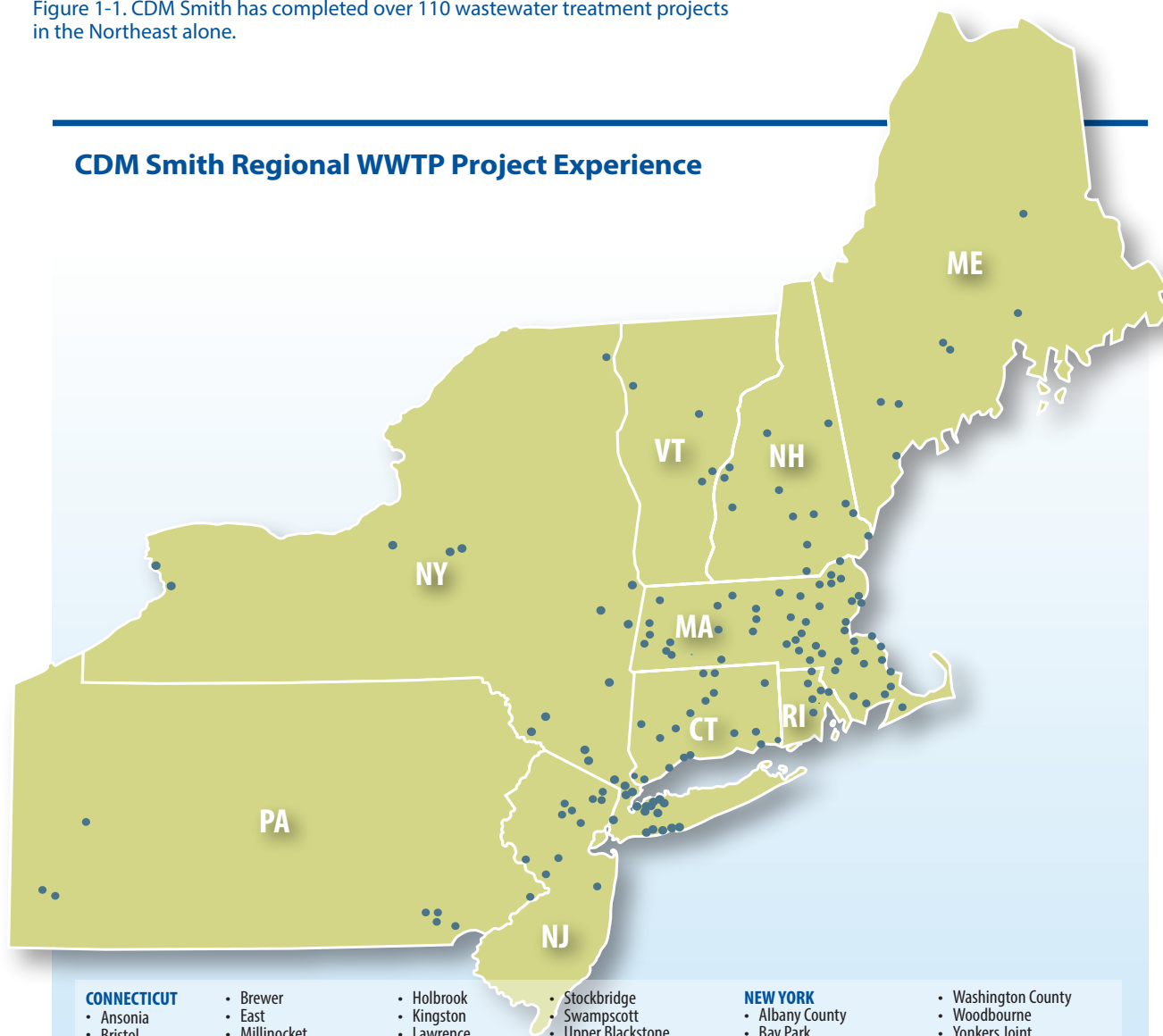
CDM Smith has prepared wastewater facilities plans, sewer system evaluation surveys, designs, construction management services, rate studies, institutional management, asset management and operation consulting for major wastewater collection and treatment facilities throughout the United States and around the world. As shown in **Figure 1-1** on the following page, CDM Smith has completed over 110 wastewater treatment projects in the Northeast alone. Wastewater process engineering has been one of CDM Smith's core services

since the inception of the company. CDM Smith's process engineering knowledge and experience comes from highly qualified experts with advanced degrees, specialized training, and active involvement and leadership roles in leading edge research and professional organizations.

CDM Smith has an intimate knowledge of the County's Environmental Facilities and has executed projects over the years at all of the treatment plants. Through CDM Smith's recent efficiency program, our staff have provided multiple TDRs for various proposed process improvements at the Bay Park

Figure 1-1. CDM Smith has completed over 110 wastewater treatment projects in the Northeast alone.

CDM Smith Regional WWTP Project Experience



CONNECTICUT

- Ansonia
- Bristol
- Clinton
- Dayville
- East Haddam
- Enfield
- Fairfield
- Glastonbury
- Greenwich
- Hartford (HMDC)
- Montville
- New Haven
- New London
- New Milford
- Plainville
- Stratford
- Southbury
- South Windsor
- Stafford
- Stamford
- Stonington
- Suffield
- Thompson
- Wallingford
- Waterbury
- West Haven

MAINE

- Auburn

- Brewer
- East
- Millinocket
- Lewiston
- Portland (PWD)
- Waterville
- Winslow

MASSACHUSETTS

- Adams
- Amherst
- Andover
- Attleboro
- Ayer
- Barre
- Becket (YMCA)
- Boston (MWRA)
- Bridgewater
- Brockton
- Charles River Pollution Control District
- Clinton (MWRA)
- Concord
- Fall River
- Falmouth (WHOI)
- Fitchburg
- Franklin (CRPCD)
- Grafton
- Haverhill

- Holbrook
- Kingston
- Lawrence
- Leominster
- Lenox
- Lowell
- Lynn (LWSC)
- Mansfield
- Marion
- Marlboro
- Marshfield
- Medway (CRPCD)
- Millbury (UBWPAD)
- Montague
- New Bedford
- New Braintree (MSPTA)
- North Andover
- Northbridge
- Orange
- Otis ANG
- Pittsfield
- Plymouth
- Salem (SESJ)
- Scituate
- Springfield

- Stockbridge
- Swampscott
- Upper Blackstone
- Wareham
- Westboro

NEW HAMPSHIRE

- Auburn
- Brewer
- East
- Millinocket
- Lewiston
- Portland (PWD)
- Waterville
- Winslow

NEW JERSEY

- East Windsor
- Florham Park
- Lambertville
- Linden-Roselle
- Middlesex County
- Morris County
- Northwest Bergen County
- Parsippany Troy Hills
- Passaic Valley Sewerage Commissioners
- Ridgewood
- South Monmouth Regional Sewerage Authority

NEW YORK

- Albany County
- Bay Park
- Bergen Point
- Bowery Bay
- Buffalo Sewer Authority
- Cedar Creek
- Fallsburg
- Glen Cove
- Harriman
- Hunts Point
- Jamaica Bay
- Loch Sheldrake
- Mamaroneck
- Middletown
- New Rochelle
- North River
- Onondaga County
- Plattsburgh
- Port Richmond
- Red Hook
- Rensselaer County
- Plattsburgh
- Rockland County
- Rome
- Schenectady
- Spring Creek Auxiliary
- Tallman Island
- Village of Canastota

- Washington County
- Woodbourne
- Yonkers Joint

PENNSYLVANIA

- Allegheny County Sanitary Authority
- Borough of Elizabethtown
- Cranberry
- Lower Moreland
- Lancaster
- Pittsburgh
- South Coatesville
- West Earl Sewer Authority

RHODE ISLAND

- Cranston
- Bucklin Point
- Providence (NBC)
- E. Greenwich
- E. Providence
- Smithfield
- Woonsocket

VERMONT

- Barre
- Burlington
- Hartford
- White River Junction

and Cedar Creek treatment plants, and implemented an on-time and on budget centrifuge upgrade project at the Cedar Creek. Many of the same staff members who were involved in this program, as well as other previous projects, are available to provide future services to the County and will bring their deep understanding of the facilities.

CDM Smith's process engineering knowledge and experience comes from highly qualified experts with advanced degrees, specialized training, and active involvement and leadership roles in leading edge research and professional organizations.

Specific areas of CDM Smith's experience in wastewater engineering services include:

Facilities Planning. In the past 10 years, we have completed well over 100 wastewater facilities planning projects and associated environmental impact assessments, in addition to numerous engineering evaluations and specific analyses.

Computerized Infrastructure Planning and Asset Management. CDM Smith has developed state of the art computer tools for flexible and cost-effective planning. A key aspect of our approach to asset management (AM) is our hands-on understanding of infrastructure assets and maintenance. We recognize the strategic and financial elements of asset management, yet ground our focus on the day-to-day need to operate and maintain a complex, integrated, and reliable system that must meet legal requirements and customer expectations.

Design. CDM Smith has participated in over 500 wastewater system projects in the past 10 years involving the design of wastewater collection and treatment facilities. Our designs focus on reliability, efficiency, and economy using state of the art and innovative technologies not only for design, but construction methods, and operations and maintenance as well.

Odor Control. The control of odors in wastewater systems has been an area of active concern for CDM Smith. Our odor control specialists perform odor control surveys and develop models to identify major odor sources, determine potential offsite impacts, and evaluate the effectiveness of varying technologies and methods for the control of odors. We have extensive experience in both conventional and state of the art odor control technologies.

Sludge Management and Disposal/Reuse. With a broad base of experience in sludge management and disposal/reuse, CDM Smith has been a leader in sludge management research and regulation. We have evaluated and/or designed sludge dewatering, incineration, stabilization, digestion and composting facilities for many wastewater treatment and sludge management projects. This includes the latest technological advances in sludge stabilization to achieve Class A biosolids such as thermal hydrolysis, two-phase anaerobic digestion, enzymatic hydrolysis, among many others.

Electrical Systems. With extensive and critical electrical equipment, wastewater treatment facilities require a deep understanding of electrical systems. Many of our evaluations and designs include major electrical upgrades including emergency generators, medium voltage switchgear, PLC based switchgear control, electrical distribution, electrical system master planning, renewable energy systems and power system analysis. We also have in-depth aptitude in the areas of lighting and lighting control systems; access control, CCTV and security systems; fire alarm and mass notification systems; voice and data communication systems; and life safety and hazard detection systems.

Services During Construction. Completing projects on time and on budget through proven project/ construction management approaches helps our clients offer a higher level of service, achieve environmental benefits, and maintain the trust of their communities. Our in-house construction services group provides services including cost estimating, constructability review, advertising and awarding of bids, shop drawing review, resident

engineering, and comprehensive construction management. Our project controls specialists, such as schedulers, are experts in developing and reviewing schedules ensuring that contractor schedules are realistic and follow proper logic.

Public Participation. Public concerns often play a key role in the decision-making process of public agencies. CDM Smith offers a wide range of public participation services to assist in obtaining public acceptance of sensitive environmental projects. CDM Smith has developed public education strategies and materials specific to an individual community's needs, as well as broad-based programs designed to reach large target audiences.

Institutional and Rate Assistance. CDM Smith's management consulting services for capital projects include economic analysis, financial feasibility studies, evaluation of financing alternatives, and development of rates and user charge systems.

Operations and Maintenance. CDM Smith was the first environmental firm to establish an in-house operations consulting group to provide for effective operation of facilities and to evaluate existing facilities from an informed operational perspective.

Code and Compliance Services

Across the country, CDM Smith's engineering and environmental services staff members review new and amended environmental regulations as they are proposed and adopted at local, state, and federal levels. Further, as a full-service engineering firm, CDM Smith has intimate knowledge of local, New York State and International Building codes, including electrical, energy, mechanical, fire, fuel gas as well as specialized fire codes such as NFPA 820 for Fire Protection in Wastewater Facilities and Collection Systems. Additionally, we are familiar with local regulations and requirements such as local health department permitting and NYSDEC air permitting.

Interpreting regulations is essential to mapping out a successful regulatory strategy, defining permitting

requirements (such as the requirements for specific emissions control equipment, performance testing, and monitoring), and negotiating permits. CDM Smith frequently interacts with regulators on behalf of our clients and has established relationships with local, state, and federal regulators across the United States. Major issues are identified and discussed early and resolved promptly. Additionally, we negotiate with regulators to obtain reasonable and flexible permit requirements.

CDM Smith's air quality team is experienced in local permitting as well as state and federal new source review (NSR) and Title V Operating Permit application development, submittal and negotiations to expedite permit issuance. These activities include emissions qualifications; dispersion modeling; regulatory analyses; implementation of required supplementary forms, text, and graphics; and best achievable control technology (BACT), lowest achievable emission rate (LAER), maximum achievable control technology (MACT), reasonably available control technology (RACT), best available retrofit technology (BART), and generally available control technology (GACT) evaluations.

Our staff members also have experience in inventorying and estimating emissions from a variety of sources. CDM Smith staff members have characterized the emissions of a variety of industries and processes through emissions testing and other technical analyses. Our engineers are experienced in estimating both uncontrolled and controlled emissions and documenting emissions calculations for agency review and public hearings.

Process Control

Wastewater process engineering and process control has been one of CDM Smith's core services since the inception of the company. A recognized leader in Process Control, Operations and Maintenance (O&M), CDM Smith maintains a network of specialists capable of performing the full spectrum of Process Control and O&M services, including contract management, operations supervision, and client-specific contract operations

and maintenance. CDM Smith specialists perform asset management reviews, condition assessments, and assist in the procurement and implementation of maintenance management and other asset management systems. They provide comprehensive reviews of an entire facility— process control, operations, management, staff, maintenance – or any individual component to increase efficiency, reduce costs, and help maintain client goals.

In 1968, CDM Smith was considered a pioneer in the industry for being among the first to formally establish an O&M Services Group. Today, we continue to assist municipal and industrial clients by identifying and evaluating effective means of increasing their operational efficiency. The O&M group includes staff with significant operational experience working for private contract operations firms and municipalities. Supported by O&M service specialists throughout the country, we are comprised of former treatment plant managers, certified operators, maintenance supervisors and technicians supported by process engineers and chemists with in-plant, hands-on experience. Our team holds a variety of operator licenses, including New York State certifications.

Process Modeling

Our process engineering knowledge and experience comes from highly qualified experts with advanced degrees, specialized training, and active involvement and leadership roles in leading edge research and professional organizations. Our team has proven expertise in biological process modeling, including the development and implementation of BioWin™ and GPS-X™ models for a wide variety of process configurations typical—and not so typical—of municipal and industrial water resource recovery facilities.

CDM Smith has modeled thousands of treatment processes all over the country, including nitrification/denitrification, deammonification, enhanced biological phosphorus removal, sidestream fermentation, chemical phosphorus removal, sludge thickening and dewatering, anaerobic digestion,

and thermal hydrolysis. Many of our modeling projects have included the design and/or execution of special sampling programs to support model calibration.

Operator Training

Comprehensive staff training programs are critical for the efficient startup and operation of a plant. Utilizing our depth and breadth of experiences and skills, our training specialists prepare, implement, and perform formal staff training programs geared to plant and personnel needs. Training needs are met through qualified instructors who provide formal, structured classroom sessions. Our classes are supported with training guides and written material, and are reinforced with field training exercises. All participants in internal training will receive Continuing Education Units (CEUs) through CDM Smith University, if certified by the client's governing body. As an authorized agent of the International Association of Continuing Education and Training, we can issue CEUs to attendees of our training sessions to help meet state and local certification requirements.

CDM Smith's training services range from needs assessments to full-scale programs. Our delivery approaches include Web-based training, computer-based training, hands-on operator training, classroom courses, workshops, comprehensive guides and manuals, and on-the-job training. Each training program is developed for or tailored to meet the specific needs and objectives at hand.

CDM Smith's training programs meet five objectives:

- **Address a target audience.** CDM Smith tailors training to suit the participants and the content. For example, self-paced computer-based training may be highly suited to technical staff with regular access to computers, whereas an in the field training session may be better suited to operations staff.
- **Engage the audience.** Effective training makes the participants part of the training.

CDM Smith's training materials require interaction. For example, we ask participants how they have handled certain job situations, and we engage them in problem solving. Such interaction increases attention by keeping people alert.

- **Respect participants' time.** Effective training programs start and end on time and make maximum use of the allotted time. If trainees feel their time is being wasted, they tune out. CDM Smith carefully plans training sessions, carefully selects training locations, and sends agendas to attendees so that starting times and subject matter are clearly communicated in advance.
- **Use appropriate delivery mechanisms.** Effective training uses a variety of mechanisms. These may include traditional classroom lectures, small group discussions, computer-based multimedia, and videotapes. CDM Smith trainers consider the skills to be taught and the people to be trained and then select the best mechanisms for each particular situation.
- **Continually obtain feedback.** Evaluations provide feedback on each training session. This feed-back helps identify opportunities to fine-tune a course for maximum effectiveness. The training evaluation process also provides a way for staff to communicate additional training needs.

Specialized Equipment Knowledge

Wastewater conveyance and treatment processes require specialized equipment, that needs highly trained staff who have intimate knowledge of these systems to ensure their proper operation. CDM Smith has experts in all aspects of the wastewater process from initial pumping and screening to disinfection, who are available to assist with design, start-up, troubleshooting and optimization. Further a key aspect of ensuring proper equipment operation, is following an appropriate commissioning process. Commissioning is the process of ensuring that systems are designed, installed,

functionally tested, and capable of being operated and maintained to perform in conformity with design intent. CDM Smith believes that no project can be considered successful until the facility is brought to efficient and permanent operation. For this reason, skilled commissioning services are a key part of our service offerings. Our approach to commissioning relies on a solid program for training of operations personnel and a thorough understanding of the systems involved and the desired results.

Our Approach to Commissioning

The transition from construction to operations occurs in three stages:

1. Installation verification is the stage in which installed equipment is verified for conformance with the design documents, submittals, codes, and manufacturer's installation instructions.
2. Functional testing is the stage in which equipment and processes are tested under simulated and actual conditions to demonstrate each system response, capacity, flexibility, and control in conformance with the Owner's requirements and sequence of operations.
3. Commissioning is the stage in which each system is validated, measured and documented using field measurements to confirm, trouble shoot, optimize, and adjust systems monitored by the SCADA system.

Once commissioning is completed, the Owner's staff receives training and assumes operational responsibility to maintain the systems. A successful transition from construction to Owner operations depends on timely problem solving, Owner training, and project documentation for future reference.

Electrical and Electronic Systems

CDM Smith offers a full complement of electrical engineering and support services, allowing us to support projects ranging from small pilot-scale studies and specialized consultation, to complex projects requiring a multi-disciplined approach. We

have completed hundreds of projects that involve the planning, design, construction and start-up of primary and secondary distribution, substations, power generation and cogeneration, facilities design, sustainable/ renewable energy and power system analysis. CDM Smith has 40 professional electrical engineers on staff registered in 48 states across the U.S. As a result, we are able to quickly assemble project teams that are thoroughly trained and experienced in all phases of electrical engineering. Through our previous work at the facilities, we have an strong understanding of the electrical distribution systems.

Our licensed professional electrical engineering staff maintains multiple industry certifications including: LEED Accredited Professionals, Certified Energy Managers, and Master Electricians to provide additional value to our clients.

CDM Smith's electrical engineering staff offers clients the following key advantages:

- Full suite of comprehensive, in-house electrical services
- Planning and analysis skills provide efficient solutions for improved reliability and increased safety
- Specialized teams tailored to meet the needs of a clients' specific project needs

Specialized services include:

Electrical System Master Planning & Studies

Vulnerability and reliability, master planning, conceptual design, code review and analysis, hazardous area classification and energy conservation and efficiency.

Power System Design, Protection & Generation

69kV and above; transmission, distribution, generation, substation & switchgear, motor control and transformer sizing and selection.

Power System Analysis

System Modeling (ETAP, SKM & EDSA), load flow & motor starting, reliability, short circuit, protective device coordination, arc flash and harmonic analysis.

Facility System Design

Lighting and controls, life safety, communication, fire alarm, security, CCTV, card access and energy management.

Sustainability/Renewable Energy

Feasibility and payback analysis, cogeneration planning and design, photovoltaic/solar system planning and design, wind and microturbine, alternate fuel power generation systems.

Instrumentation and Controls

As a leading design firm in the water and wastewater industry, CDM Smith has developed a versatile Instrumentation and Control (I&C) system design, applications and programming staff with experience in telemetry, computerized control system applications, instrumentation devices, and computerized maintenance management systems. The array of projects performed by CDM Smith throughout the world has enabled our staff of specialists to become experienced with the most advanced industry technologies.

CDM Smith's extensive knowledge of applications engineering, combined with our expertise in facility designs and operations, provides unique insight into control system performance requirements. This insight guides our design approaches, resulting in an efficient and user-friendly system. We integrate innovative ideas with a practical approach, designing flexible instrumentation systems, customized to each client's unique requirements and budget. Our attention to detail provides clients with a quality project that is intuitive, easy-to-use, and readily expandable for future needs.

Our application engineering capabilities include:

- SCADA System Configuration & Design
- Network Configuration & Optimization

- On-call Services, Support, & Maintenance
- HMI Configuration
- PLC/DCS Programming
- Operating System Configuration
- Security Configuration
- Historical Data Archiving
- Reports Configuration
- Alarm Management
- Optimization, Predictive Controls
- Testing, Startup, & Training
- Switchover Without Interruption of Operations
- Contractor Coordination

Our application engineering effort will be lead by Mr. Joseph C. LaRosa, P.E., PMP. Mr. La Rosa has extensive experience in SCADA system evaluation and design, was the author of the County's Environmental Facilities SCADA standards and has been leading the County's SCADA upgrade project at the three treatment plants and all pump stations.

Pumping Systems

As a worldwide provider of environmental engineering services, CDM Smith has performed hundreds of pumping station evaluations and designs, ranging in size from 0.03 million gallon per day (MGD) to over 950 MGD. A recent example of our pump station work is the upgrade of the existing 90 MGD Suffolk County Sewer District No. 3 – Southwest's Final Effluent Pump Station to a 120 MGD station. The work included hydraulic modeling, pipe replacement, new electrical distribution system, new controls, HVAC systems and building improvements. Our pump station projects have addressed a wide variety of issues, including replacement of new pump stations vs rehabilitation of antiquated equipment and controls, hydraulic limitations, pumping capacity, energy efficiency, operation and maintenance, and code compliance. In addition, CDM Smith has constructed a wide variety of pumping stations under a variety of delivery methods, including traditional

design-bid-build, Construction Manager at Risk (CMAR), and Design/Build.

Leadership in the Pump and Hydraulic Industry

CDM Smith has the best experts of the pumping system industry to offer NYSDEC and the County. The very people who are actively involved in developing the Hydraulic Institute (HI) standards/guidelines are the ones who incorporate these industry standards into our CDM Smith pump station projects. Since 1917, HI has been a recognized leader in developing pump related standards in the North American pump industry. Through our Standards Partner collaboration with HI, initiated in 2009, valuable insight and experience have been gained from contributions to update the HI standards and guidelines. CDM Smith is one of only two engineering consulting firms involved in HI for the past nine years.

In addition, CDM Smith has developed relationships and continues to expand those relationships through our involvement with senior technical staff (industry leaders) at numerous pump, motor, and VFD manufacturers. These connections facilitate open dialog and collaboration with those whom design and build the products we specify—enhancing the development of optimal systems for Nassau County tailored to project conditions.

The knowledge and industry relationships gained from developing/updating the industry standards are pushed forward on all CDM Smith pump projects involving our CDM Smith pump experts—providing an enhanced hydraulic/pump system understanding when applied to our projects.

Pipeline Design and Construction

CDM Smith pipeline rehabilitation, design and construction projects count in the thousands. These projects include pipelines up to 108 inches in diameter for clients. Through these projects, CDM Smith has gained extensive experience to address every conceivable special situation which may arise on pipeline projects, including hydraulic

analysis. Operational hydraulics are critical to the success of every water project. CDM Smith has extensive experience in every aspect of hydraulics, including modeling tools used in the planning and design process to predict hydraulic conditions with a high level of accuracy. Design and transient analysis for an optimal pump station and pressure pipeline system requires the correct balance between many factors including capital cost, energy efficiency, reliability and ease-of-operations.

CDM Smith's approach to pump station and pipeline design leverages a range of hydraulic modeling tools to define the entire envelope of operating conditions pumping systems must meet. Advanced pump selection software, such as Pipe-FLO and PumpFLO, are used in conjunction with pump manufacturer selection software to select optimal equipment for the most common operating conditions. For systems where energy efficiency is paramount, CDM Smith can develop rigorous life-cycle cost procurement strategies to ensure manufacturers provide the most efficient equipment. To protect systems from damaging pressure surges or transients, CDM Smith has extensive experience in applying transient software such as Innovyze Infosurge, KYPipe and Bentley Hammer to determine the most optimal surge mitigation system, which may include surge tanks, relief valves, and specifically sized and configured air valves.

CDM Smith pipeline investigation, rehabilitation and design capabilities include condition assessment services, program management, infrastructure evaluation & prioritization, pipeline rehabilitation, open cut installation, trenchless installation, corrosion assessment, monitoring & control, transient analysis and monitoring, hydraulic modeling, technology and material evaluation, failure analysis & forensics and geotechnical investigations.

CDM Smith's designs have focused on reliability, efficiency, economy, and applying state-of-the-art innovative technologies and construction methods.

Design Services

Wastewater collection and treatment systems have represented a cornerstone of CDM Smith's engineering consulting services since the firm's founding. CDM Smith's extensive experience in the design of more than 1,000 wastewater pollution control and treatment plants ranging from 0.3 to 850 mgd in capacity includes the complete array of wastewater collection and treatment processes, plant operation and control facilities, and energy management systems.

Our engineers and scientists specialize in both conventional and innovative technologies including membrane systems, enhanced flotation and constructed wetlands. We offer complete planning, design and installation services for wastewater treatment systems and have a solid record of delivering a wide variety of treatment systems on time, under budget and within specifications. With waste discharge requirements becoming increasingly stringent around the world, our experience with the selection of appropriate wastewater treatment systems delivers value to our clients. CDM Smith works closely with each client to deliver innovative, cost-saving solutions that are tailored to their individual needs.

Our in-house process/civil capabilities are further enhanced by Hayduk Engineering, LLC. Hayduk is a certified service disabled veteran owned business and will provide civil and process support.

State-of-the-Art Production Centers

CDM Smith uses state-of-the-art production centers to implement facility design and design-build projects. These centers are an integral part of CDM Smith's award winning design-build process. The centers use a combination of facilities where team members work closely together to advance design concepts with constructability, cost, schedule and operability input. The centers employ all the architectural and engineering disciplines necessary to cost-effectively produce 2D designs or 3D/4D engineering models and electronically

Plumbing Design

- Plumbing fixture selection piping layout
- Pressure pipe sizing, including domestic hot and cold water, process water and other water streams
- Booster pump sizing
- Drainage and rainwater system sizing
- Water heating for domestic use and emergency showers
- Natural gas and compressed air piping
- Fire Protection Design
- Performance specification for building fire sprinklers
- Selection and design for fire water pumps
- Layout of site fire hydrants
- Determination of the site fire water requirements
- Specialized experience: gas fire protection systems; water based fire systems, including wet-pipe, dry-pipe and pre-action

Energy Services

- Energy audits
- Building commissioning and retro commissioning
- Energy project analysis including financials
- Building energy modeling
- LEED analysis

HVAC Design Services

- HVAC load calculations and system selection
- Energy and ventilation code calculations

- Central plant design: chillers, boilers, distribution systems
- Thermal energy storage
- Control systems and operating strategies
- Specialized experience: laboratory systems, clean rooms, data centers, pump stations, classified environments, and waste treatment facilities

Electrical Services

- Electrical system master planning and feasibility studies
- Power system design, protection and generation
- Code analysis
- Power system analysis
- Facility system design
- Electrical system computer models and studies
- Construction, start-up and commissioning
- Sustainability and renewable energy
- Life safety
- Renewable energy

Instrumentation and Controls

- SCADA System Design
- Instrumentation Design
- 3D/4D P&ID Drawing Creation
- Process Design and Optimization
- Control Network Design
- Wired and Wireless Communication
- Security System Design
- Legacy System Replacement
- Existing Equipment Integration with New Equipment

attach data associated with the technical and schedule aspects of the design components.

Our staff is committed to developing lasting, integrated and sustainable solutions that meet current needs while preserving resources for future generations. We are a registered Energy Star™ service and product provider; EPA CHP Partner with AEE certified energy managers, energy auditors, demand side managers and green building engineers; LEED Accredited Professionals; and ISI accredited environmental sustainability professionals. *We are consistently ranked among the top firms by ENR, EC&M and MEP Giants.*

Environmental/Permitting

CDM Smith maintains a staff of highly-specialized and trained environmental consultants, including scientists, NEPA and permitting specialists, historians, and archeologists to ensure sustainable development. We provide consulting services in the areas of noise and air quality, biology and ecology, wetlands, cultural resources, environmental impacts, and more. Our environmental services include natural resource assessment, ecosystem analysis, community impact assessments, context-sensitive solutions, conservation planning, environmental justice analyses, public outreach, regulatory agency coordination, cultural and historic resources analyses, noise and air quality

modeling, and geographic information services (GIS).

Our projects address community impacts, environmental justice, cultural and historic resources, and include community outreach, agency coordination, and GIS elements. Regardless of the project type, CDM Smith is committed to sustainable development through innovative and integrative planning and infrastructure design.

Geotechnical

CDM Smith has provided geotechnical engineering services to our clients for over 25 years. We have continued to enhance our geotechnical staff, capabilities, and expertise in response to increasing client demand for comprehensive and focused geotechnical engineering, design, consulting, and construction services, particularly in the areas of underground construction, dams, and difficult foundation conditions.

CDM Smith geotechnical staff includes geotechnical engineers, geologists, and technicians capable of providing a full range of geotechnical-related services, listed at right. Additionally, we have extensive experience in a wide range of in-situ testing and sample collection methods, including standard penetration testing, afield vane shear testing, cone penetration testing, dilatometer testing, pressure meter testing, auger samples, split spoon sampling, continuous push samples, undisturbed tube sampling, and conventional and wireline rock coring. We also have an in-depth understanding and experience using geophysical testing methods, including ground penetration radar, magnetic surveys, electric resistivity, and seismic refraction.

Structural Engineering

As part of our full-service capabilities, CDM Smith's structural engineering practice has the necessary expertise to successfully complete projects involving new construction and rehabilitation, including structure and foundation design, seismic design, building evaluations, repairs, design of new structures, and construction. Our structural

engineers have function, efficiency, constructability, and cost in mind throughout the project lifecycle. Our experience with structures from study to design to construction, combined with our experience inspecting existing structures, allows us to bring focused structural solutions to even the most unusual problems.

Our in-house structural capabilities are further enhanced by Hirani Engineering and Land Surveying, PC. Hirani is a certified minority owned business and will provide structural engineering support.

Plumbing, Mechanical, and Electrical

CDM Smith's mechanical engineers have extensive experience designing HVAC, plumbing, fire protection, compressed air, and natural gas systems. Their diverse range of expertise allows us to solve our clients' most challenging assignments. Building types include commercial, institutional, water, wastewater, schools, cogeneration, laboratories, clean rooms, and research facilities. For our water, wastewater, and industrial clients, knowledge of the building, mechanical, and fire codes is essential to a successful project. Our engineers are well versed in Uniform and International codes and National Fire Protection Association standards. We can complete code analysis concerning flammable and hazardous materials use and storage, help with questions about allowable quantities of hazardous materials, and determine fire protection requirements.

Electrical Design

The firm has extensive technical expertise in all aspects of electrical engineering. Our electrical engineers work with municipal, industrial and federal clients to provide the most effective solutions to meet their needs in terms of reliability, redundancy, flexibility and cost. CDM Smith electrical engineers provide complete in-house services for new facilities and rehabilitation/expansion of electrical systems for existing facilities.

Additional electrical services are noted above.

Instrumentation and Controls

Since 1990 our automation design professionals have provided clients with high quality, customized automation solutions. CDM Smith has a staff with a large knowledge base of legacy systems as well as knowledge of the newest cutting-edge technologies to enable coordination with or replacement of legacy systems. CDM Smith has the capability of leveraging its strong relationships with many of the hardware and software manufacturers. This allows us to evaluate many different equipment options and, based on factors such as cost, level of operator experience, integration with existing systems, and availability of spare parts from suppliers, recommend the best fit.

CDM Smith's automation professionals also have a vast knowledge of various communication protocols and media to allow for integration of the components into a fully coordinated system. CDM Smith has designed both wired and wireless networks from small point-to-point applications to large city-wide systems.

Additional instrumentation and controls services are noted above.

Architecture

CDM Smith's experienced team of architects understand the unique aspects of each project and bring a "big picture" approach to all phases of a project. We begin by listening to your goals, objectives, and space requirements, and then assimilate the diverse goals of the end user, administrator, facilities manager, and community into a comprehensive design concept. Through the use of the latest design and visualization technologies, we transform your vision into a tangible, meaningful, and functional environment. Our comprehensive architectural services include conceptual and schematic design, design development and construction documentation, contractor bidding and negotiating assistance, and construction contract administration. Our experienced team of architects has successfully collaborated on numerous architectural projects, including office/administration buildings, research

and development facilities, control rooms, schools, infrastructure and utility distribution systems, water supply and treatment systems, laboratories, parking structures, sports fields, and bus maintenance and operations.

CDM Smith also uses state-of-the-art production centers to implement architecture and facility design projects. These centers use a combination of facilities where team members work closely together to advance design concepts with constructability, cost, schedule, and operability input. The centers employ all the architectural and engineering disciplines necessary to cost-effectively produce 2D designs or 3D/4D engineering models to showcase all technical aspects of a project's design components. By utilizing Microsoft's HoloLens, a mixed-reality technology, we help our clients design, build, and operate their infrastructure assets faster and more efficiently.

Our in-house architectural capabilities are further enhanced by Macan Deve Engineers, DPC. Macan is a certified woman owned business and will provide architectural support.

Cost Estimating

CDM Smith offers a full-service estimating department capable of providing both budgetary and hard-money bid estimates. Their extensive estimating experience has allowed CDM Smith to be competitive in many different markets, including water/wastewater, solid waste, electrical, earthwork, demolition, and equipment maintenance and repair. Our estimating group strives to develop innovative methods of planning and executing the work so that CDM Smith can bid competitively in any price range.

CDM Smith employs 31 full-time estimators nationwide, each highly skilled in the use of the latest estimating technologies and software programs to provide the most comprehensive bid, at the lowest bid prices. Our estimators also attend additional training and continuing education classes regularly to keep abreast of the latest bidding techniques and innovations.

Innovation and Value through Constructability Reviews and Value Engineering

CDM Smith helps clients achieve the best results for each project and can advise from pre-construction through start-up and commissioning.

A constructability review involves CDM Smith assembling a team of experienced professionals to perform a detailed review of completed plans, specifications, and contract documents. We maintain a log of deficiencies, constructability concerns, conflicts, and other document findings that may impact the project construction sequencing, coordination, cost or schedule. The disciplines convene in a brief workshop to consolidate the findings of reviewers and then the comments of reviewers are tabulated and transmitted to the client.

Value Engineering (VE) is a tool that uses a multi-disciplinary team, in a workshop setting, to review concepts and designs with the goal of achieving the best value. Open communication and collaboration among all parties represents the key to success in VE. Typically, on public utility design and construction projects, the VE team is completely independent of the design team to assure objectivity and a “fresh look”.

Bidding and Procurement

CDM Smith's team will develop design documents such that they meet the intent of the procurement method. As illustrated in our list of project examples, we have extensive experience with governmental work and municipal contracting. CDM Smith is well versed in competitive procurement requirements, whether they be multi prime (Wick's Law) or single prime.

CDM Smith understands the requirements of multprime contracting, including the need for close coordination between the prime contractors. If a Project Labor Agreement (PLA) is utilized, CDM Smith has provided justifications for the use of a PLA. For example, for the Sludge Reduction

Project at Cedar Creek, CDM Smith prepared the required justification letters for using a PLA.

We are also well versed in pre-purchases and other unique project delivery methods such as CMAR and design-build. CDM Smith developed a pre-purchase procurement for the centrifuges under the Sludge Reduction Project. Documents will be prepared according to the type of procurement, signed and sealed by licensed professionals.

Project Approach

The successful implementation of this program will require CDM Smith to be responsive to the County's needs as we have on past projects, working together in a cooperative manner to address project issues. This partnering type of approach has worked very successfully in the past between the County and CDM Smith, allowing numerous projects to be completed on schedule and budget.

Once the County has communicated its needs to CDM Smith, we will use our proven user-focused tools to translate need into action. Our approach has been structured to provide a quick response, with the most qualified staff, to the assignments. Using standardized business practices, we will follow a given task assignment from the moment CDM Smith is notified until the overall assignment has been successfully completed to the County's requirements. At each step along the way, the County will have full access to individual work assignment progress schedules, documentation of key decisions, meeting minutes, reports, field data, contract documents, monthly progress reports and other pertinent project data and deliverables.

As each assignment is given to CDM Smith, the development of the scope of work and its implementation will be carried out in accordance with the typical Task Assignment Flow Chart (**Figure 1-2**). It outlines the specific roles and responsibilities, critical decisions, lines of communication and deliverables. Each time the County notifies CDM Smith of its intent to issue a specific task

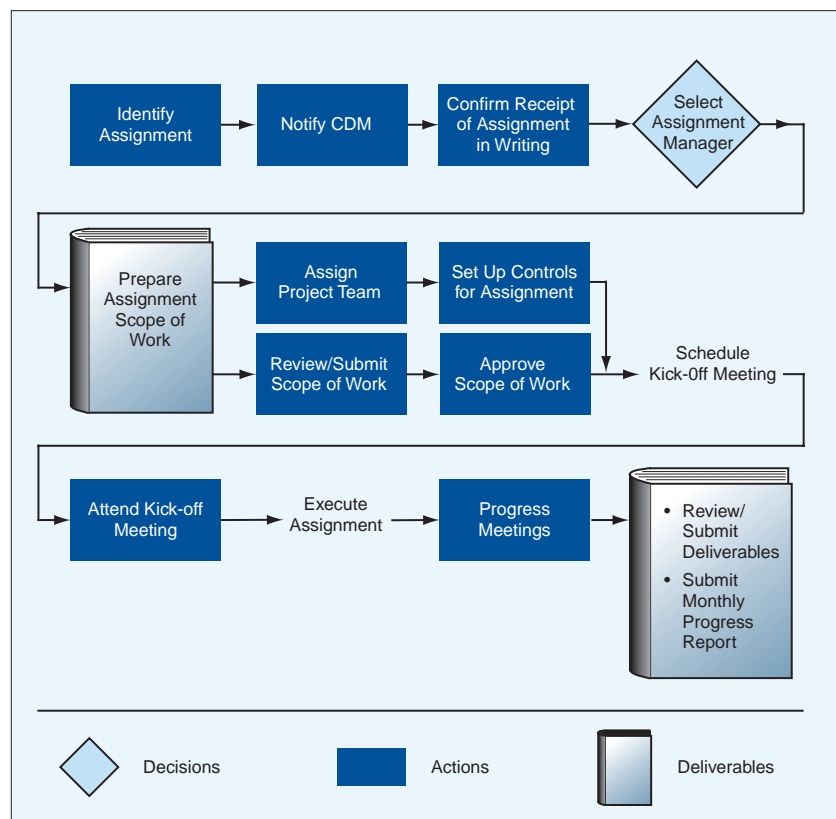


Figure 1-2. Task Assignment Flow Chart.

assignment, a certain basic sequence of events will occur. Upon receipt of the assignment, CDM Smith's client service manager and project manager will review the assignment and through discussions and meetings with County personnel, a detailed scope of work and schedule will be developed including any required specialty sub-consultants such as surveyors, video inspection firms, or borings contractors; it is then submitted to the County for final review and approval.

Upon approval of the scope of work, a kick off meeting will be held with County staff to initiate the project.

Project Administration

Communication with the County and the tracking/status of the assignments is critical to the successful implementation of the program. Successful projects that have been completed with the County have been the result of an interactive environment

among the key County staff, the project team and applicable regulatory agencies. Such an environment will help to ensure timely and productive input and decisions. Open communication, team decision making and collaboration all contribute to a smooth-running project and ultimately to schedule and budget compliance. Especially useful for requirements contracts of this nature, a well thought out project communication plan helps to organize the open interaction that leads to success in meeting project goals. Client Service Leader Christopher Korzenko will be CDM Smith's official contact person and will be responsible for directing CDM Smith's services.

Project Review and Progress Meetings

Each assignment will begin with a kick-off meeting. Attendees will include County staff and CDM Smith project team members. Typically, monthly progress meetings will be held to discuss status of the assignments, review individual and overall work progress and schedules and identify key activities and milestones required to keep the assignment moving forward. Meeting agendas and monthly progress reports will be distributed in advance of the meetings and posted in the collaboration space.

Project Schedule and Progress Reports

A project schedule will be prepared and updated monthly for each assignment issued. The initial schedule will be submitted with the assignment

scope of work and posted in the collaboration space, such as an e-room or Sharepoint site.

Monthly progress reports summarizing the status of all work assignments will be submitted with monthly invoices as well as the week prior to a monthly progress meeting. Meeting minutes will be prepared and submitted within ten days of the meeting and will be posted in the collaboration space.

Project Quality Management

Our team has key personnel dedicated to the task of project quality management (PQM), CDM Smith's project quality management, which is guided by CDM Smith's quality program as illustrated in **Figure 1-3** entails:



Figure 1-3 CDM Smith's Quality Pyramid.

Quality Planning—At the onset of all large-scale projects, CDM Smith holds a PQM session. These sessions include the project team as well as the client, and establish the project mission, critical success factors (CSF) and work plan to achieve those CSFs.

Quality Control—Establish controls for reviewing and monitoring project inputs, activities, and deliverables to determine compliance with quality requirements. If necessary, corrective measures will be taken where deficiencies are identified.

Quality Assurance—Confirm the proper implementation of Quality Control (QC) measures in all

tasks, including oversight of QC activities, performance of quality audits, and the implementation of a quality feedback loop to assure continuing improvement.

Communication and Coordination

An essential part of good project management and communication depends upon document management. With CDM Smith's background in managing major multi-disciplinary projects extending over many years, we have established tried and trusted methods for effective communication and document management.

CDM Smith initiated standard electronic meeting tools (eTools) communication to support our national network of offices and clients. Our tools are based on user requirements, compatibility, and cost effective network communications.

Our eTools include:

- **Microsoft Teams**—conference calling, document sharing, instant messaging to connect resources more efficiently than email. Allows multiple partners to brainstorm issues on-line by sharing desktop information

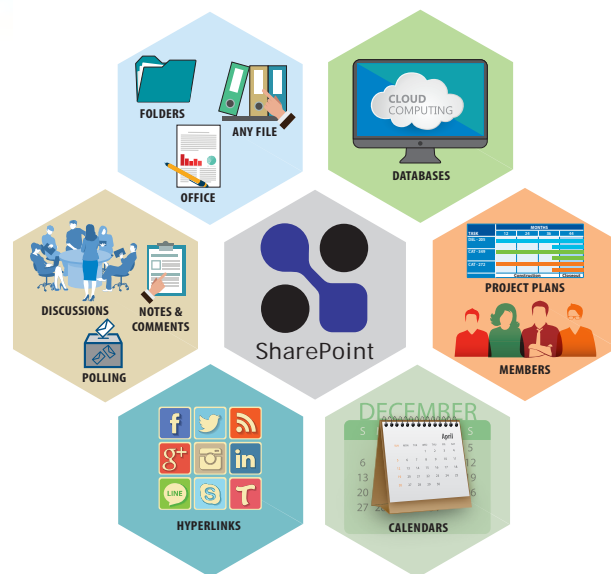


Figure 1-4 SharePoint streamlines project collaboration by creating a virtual space where staff can create, edit, manage, and discuss all things related to a project.

- **Bentley ProjectWise Explorer/Oracle Contract Manager**—an internal and external electronic document management system accessible company wide
- **SharePoint**—a collaborative internal and external web-based shared space for projects. Figure 1-4 presents the collaborative benefits provided by SharePoint.
- **Live Meeting**—a presentation within or outside CDM Smith's network Communication and Coordination

Project Filing Systems

CDM Smith maintains expertise in multiple filing systems including ProjectWise, Oracle Contract Manager, Submittal Exchange, E-Builder, among others. Our project teams create electronic and hardcopy folders at the start of a project according to a categorized database and maintain and manage these files throughout the effort.

Specific items that CDM Smith tracks in our system include:

- All submittals
- Requests for Information (RFIs)
- Meeting minutes
- Any concerns that arise
- Pay requests
- Committed and budgeted contracts
- Change orders
- Proposals
- Inspection and testing reports
- Transmittals
- Correspondence

Any pertinent attachments can be added as needed to the appropriate module/document in the system. CDM Smith uses the same detailed approach to project close-out and records retention as it does to the initial set-up and execution of project documents. CDM Smith uses document management

systems to provide the structured environment of document control and reporting.

The project controls system provides accessible tools for:

- **Efficient Planning of Work.** This includes staffing, resource allocation, and deliverables.
- **Early Warning.** Project controls alert the team of potential problems, aid in identification of root causes, and speed implementation of corrective action.
- **Variance Tracking.** Differences between the original project plan and the facts on the ground can be detected, monitored and rectified.
- **Budgeting and Cash Flow Projections.** Expenditures versus funds available can be tracked continuously throughout the project.
- **Efficient Document Management.** This includes receipt, distribution, tracking, and storage of all documents and deliverables.
- **Documentation.** Periodic reporting of project status with corrective actions (if necessary) identification is vital to keeping all parties informed of project status and accountable for the necessary steps to keep the project on track.



Figure 1-5 CDM Smith's project control systems.

Local Team with Local and National Experience

From our local Woodbury, NY and regional offices, CDM Smith offers Nassau County's Department of Public Works (NCDPW) complete in-house resources and outstanding qualifications relevant to the On-Call Engineering RFP. CDM Smith staff have worked together to provide planning, design, implementation, start-up and training services at more than 1,000 wastewater projects (ranging up to 850 mgd) throughout the Northeast and U.S.

CDM Smith's work experience with Nassau County began more than 30 years ago with the expansion design of the Cedar Creek WPCP. Since that time, we have worked successfully with NCDPW on numerous projects including award winners such as the remedial design for the Fireman's Training Center and the Nassau County Groundwater Modeling Study. Our recent and ongoing experience at the Cedar Creek WPCP includes the chemical bulk storage facilities, plantwide SCADA system upgrades and the efficiency projects, on-site sodium hypochlorite generation and centrifuge dewatering.

With our breadth of technical expertise, we can offer Nassau County sound, innovative, and technically sophisticated insight into the best energy management practices for a host of facility types.

Relevant Project Descriptions

The following pages highlight projects CDM Smith has completed that are similar in scope to the proposed Nassau County On-Call Engineering Services Environmental Facilities Design.

System Wide SCADA Needs Assessment and Improvements

Nassau County, New York

Client

Nassau County Department of Public Works

Reference

Edward Visone,
Assistant Superintendent of Sanitary Construction
3340 Merrick Road • Building R, 3rd Floor
Wantagh, New York 11793
Tel: (516) 571-7359

Contract Amount

\$1,128,700

Dates

2013 - present

In partnership with the Nassau County Department of Public Works (NCDPW), CDM Smith is in the process of designing and providing design services during construction for the upgrade of the County's system-wide

fault tolerant SCADA servers will provide for continuous, remote monitoring and operation of the pump stations, even in the event of a SCADA server hardware or software failure.

Following the pump station SCADA upgrades, individual design packages have been or are being prepared for SCADA system upgrades at the Bay Park Sewage Treatment Plant, the Cedar Creek Water Pollution Control Plant, and the Glen Cove Wastewater Treatment Plant. These designs will include new PLC-based control panels to replace the outdated GE 90-30 and 90-70 PLCs. Additionally, new PLC-based control panels will be strategically located where existing systems are devoid of any SCADA system monitoring and control. All three treatment facilities will utilize a fault-tolerant fiber optic Ethernet network for communication between the SCADA system components.

SCADA system. As part of the project, CDM Smith has performed SCADA system site assessments of three sewage treatment plants and 64 pump stations and has included the findings and recommendations in a needs assessment report. The needs assessment report includes recommendations for replacing the existing, outdated SCADA system with new programmable logic controllers (PLCs) and a GE Cimplicity HMI system. Additionally, new PLC equipment will be added to facilities that currently do not have a SCADA system.

CDM Smith has also produced a SCADA system standards document that defines the County's equipment standards, tag naming standards, and programming standards.

The design of the SCADA upgrades has been divided into several phases. The pump station SCADA system upgrades are currently in construction and include new PLC-based control panels to replace the outdated Opto22 equipment. The new PLCs will communicate with the treatment facilities via a private cellular network. Also included in the pump station SCADA upgrades are fault-tolerant SCADA servers at the individual treatment facilities. These



Efficiency Improvement Program

Nassau County, New York

Client:

Nassau County Department of Public Works

Reference:

Edward Visone,
Assistant Superintendent of Sanitary Construction
3340 Merrick Road • Building R, 3rd Floor
Wantagh, New York 11793
Tel: (516) 571-7359

Contract Duration:

2015 - 2019

Contract Amount:

\$4,013,500

Key Project Features:

Multiple projects
Dewatering System Improvements
Electrical Improvements

CDM Smith was engaged with the Nassau County Department of Public Works (NCDPW) to implement a series of efficiency projects at the Cedar Creek Water Pollution Control Plant (WPCP) and Bay Park Sewage Treatment Plant (STP). As part of the project, CDM Smith

use in coordinating with local trades on the projects. The design of the Sludge Reduction Project included demolition of two existing belt filter presses, replacement of three sludge feed pumps, replacement of the polymer feed system, and associated structural work to accommodate the new equipment. The project involved electrical design to power the new loads represented by the new and ancillary equipment, and instrumentation for control and monitoring of the new dewatering centrifuges. Supply of power and underground ductwork was coordinated with other projects occurring onsite, and milestones were developed to ensure the new work would have usable power once the project was substantially complete. The centrifuges were procured under a separate project and installed by the general contractor. We also provided a justification study to support the use of a Project Labor Agreement. CDM Smith provided resident engineering services as well as design services during construction. The project was completed on time and on budget.

The design of the Chemical Reduction Project included the construction of an entirely new facility to house the onsite hypochlorite generation and ancillary equipment. The new facility consists of a pile supported foundation and pre-engineered building with architecturally treated panels on the exterior. Electrical power was run through a network of underground and tunnel routed duct banks to provide sufficient power for the new facility. The HVAC system was fed from the existing heating loop with ventilation designed to meet current codes. Instrumentation design included programmable logic controller (PLC)-based control panels with operator interface terminals (OIT). Control panels were designed according to the County's SCADA system standards and are capable of connecting to the future plant-wide fiber optic Ethernet network. Due to budget constraints the project was bid but not constructed.

prepared Technical Design Reports (TDR) relating to several project options from which two were selected for bid. The two selected projects were the installation of dewatering centrifuges for the Sludge Reduction Project at the Cedar Creek WPCP, and the installation of an onsite sodium hypochlorite generation (OSHG) facility for the Chemical Reduction Project at the Cedar Creek WPCP. CDM Smith also evaluated the installation of an Organic Rankine Cycle Engine at the Bay Park STP as well as improvements to the onsite power generation systems at the Bay Park and Cedar Creek Facilities. CDM Smith also prepared a TDR related to another efficiency project involving the installation of ultraviolet (UV) disinfection at the Bay Park STP to replace the existing sodium hypochlorite disinfection system.

The Sludge Reduction and the Chemical Reduction Projects were both prepared as individual contract sets so they could be bid separately. CDM Smith also prepared the Project Labor Agreement Feasibility Studies for each project for NCDPW's

Wards Island WWTP Centrifuge Replacement

Wards Island, Manhattan, NY

Client

New York Power Authority

Reference

Igor Katsnelson, Assoc. DBIA
Lead Project Engineer I
New York Power Authority
123 Main Street
White Plains, NY 10601
Tel: (914) 681-6673
igor.katsnelson@nypa.gov

Contract Amount

\$34 Million

Project Dates

2011 – 2017

As part of the New York Power Authority's (NYPA) Energy Services Program (ESP), Camp CDM Smith completed a Feasibility Study that evaluated the replacement of 13 wastewater

sludge dewatering centrifuges at the New York City Environmental Protection (DEP) Wards Island Wastewater Treatment Plant (WWTP). The study included an evaluation of the current dewatering centrifuge technology for the 13 existing centrifuges at Wards Island WWTP, and considered the potential addition of three additional centrifuges for a total of 16 machines.

Project Background

A national leader in promoting energy efficiency, the NYPA implemented its award-winning ESP to provide energy-efficiency improvements of its facilities with the goal of reducing energy costs for its municipal customers.

NYCDEP's Wards Island WPCP sludge dewatering facility consists of 13 centrifuges and associated equipment. The existing units have been reliable, but have been in service for over 20 years and are approaching the end of their useful life. Under NYPA's ESP, CDM Smith evaluated replacement of these units with new, more efficient units to save on operations cost while providing continuing reliable service.

Project Specifics



Feasibility Study. Under the study phase, CDM Smith established a basis for evaluation, specifically the mass feed rate under varied operating conditions expected for the future, including new contributions from a proposed water treatment plant. The study focused on four centrifuge manufacturers whom could provide equipment to meet the proposed feed rates. CDM Smith also evaluated the structural, electrical and mechanical modifications required to the Dewatering Building to accommodate the new centrifuges and evaluated the ancillary systems including sludge feed, polymer feed and centrate pumping systems.

CDM Smith developed a detailed matrix that was used to compare the units based on such parameters as energy use, capital cost, maintenance needs, ease of installation in existing building, etc. This matrix utilized both quantitative and qualitative data, along with weighting criteria. These weighting criteria were established as part of on-going workshops held with NYCDEP staff. These workshops facilitated discussions among the various stakeholders and ultimately lead to a consensus on criteria weighting. As part of the matrix evaluation, CDM Smith also prepared design and construction cost estimate for replacement of the

13 centrifuges and ancillary equipment upgrades, and a cost estimate for installation of 3 additional units to provide additional capacity.

The Feasibility Study concluded that savings of approximately \$1 million annually can be achieved by reducing electrical, polymer, sludge disposal, and maintenance costs. Based on these conclusions, NYPA authorized CDM Smith to proceed with the design, bidding, and construction of the project.

Design. The Scope of Work for the Design includes the following:

Mechanical

- Remove 13 existing centrifuges, and replacement with 16 new dewatering centrifuges, controls, and ancillary equipment
- Install dewatering solids chutes, transfer gates, transfer chutes, and odor control piping
- Remove 13 sludge feed pumps, and replacement with 16 new pumps (Robbins and Myers-Moyno)
- Remove 13 polymer feed pumps, and replacement with 16 new pumps
- Remove 7 polymer gravimetric feeders, and replacement with 4 new liquid polymer blending units (VeloBlend or Dynablen)
- Remove and replace 3 service water pumps
- Remove and replace existing plant water booster pump skid
- Install new acid cleaning system for struvite control
- Replace all 8"-14" centrate piping with PVC
- Replace mud valve and clean drain and overflow pipes in the centrate wet well. Also replace overflow pipe supports
- Replace nine (9) existing 16-inch plug valves associated with the sludge wet wells and grinders
- Replace miscellaneous water valves, air stations, and make minor piping modifications to supply new equipment

Instrumentation

- Furnish an Ethernet network for all new centrifuge panels to monitor status of the centrifuges. Network will be connected to the sludge feed and polymer feed systems for communication between centrifuges and ancillary components
- Modify existing polymer PLC control panel to communicate with new Ethernet network and new Remote I/O Panel (RIOP) PLC panel. Provide new RIOP polymer panel for new polymer equipment and miscellaneous equipment. The existing polymer OIT and new RIOP panel OIT will have the same graphics and will allow operator to control polymer system from either place
- Replace sludge pump local control switches
- Provide seven (7) new level switches for the polymer aging tanks and wire to Polymer RIOP Panel
- Replace service water pump skid control panel
- Specify 16 new sludge feed flow meters and 32 pressure sensors
- Specify 16 new polymer flow meters and 32 pressure sensors
- Connect centralized uninterruptable power supply (UPS) for centrifuge control panels with Ethernet network for status monitoring
- Coordinate with conveyor control (separate project)
- Modify existing centrate pump control panel. Provide new DP level transmitter and new smart relay module. Pump control to be modified from duty/standby to lead/lag control. Level and high level alarm to be wired to Polymer RIOP panel

- Monitor status from acid cleaning system pump control panel. Panel status to be wired to Polymer RIOP panel
- Provide new HMI system and printer in control room. SCADA HMI system will monitor the PLC and equipment connected to its SCADA Ethernet network

Electrical

- Keep existing main distribution circuit breakers and conduit from circuit breakers to centrifuge control cabinets
- Replace main circuit breaker trip units
- Install new VFDs, starters for all new powered equipment
- Provide harmonic mitigation within limits of IEEE 519
- Remove and replace exposed conduit and wire from centrifuge control panels to centrifuges
- Remove and replace wire to sludge feed pumps and liquid polymer pumps
- Install new conduit and wire from each Motor Starter Control Panel to each main drive motor, back drive motor, lube oil pump motor
- Utilize existing conduit, where applicable, but provide new wire to sludge feed pumps and liquid polymer pumps
- Provide additional conduit as necessary for the sludge feed pumps and liquid polymer pumps resulting from the replacement of SCR type drives with VFDs
- Install new conduit and wire from each Centrifuge Control Panel to centrifuge mounted instruments
- Use existing conduit and wire from each new Motor Starter Control Panel to each existing cake cross conveyor motor
- Provide a centralized uninterruptable power supply (UPS) system
- Install new conduit and wire for the remote monitoring systems and managed Ethernet switch cabinets
- Install new Fire Alarm System (FAS)
- Remove and replace 50 ceiling industrial light fixtures
- Add 2 additional MCC sections, increasing the total from 5 to 7 sections for each line up to accommodate VFDs for the Polymer Transfer Pumps
- Add 500 feet of conduit and wire for each of 2 acid cleaning solution pumps
- Replace wiring for HVAC system as required
- Install new conduit and wire for four new liquid polymer blending units. All new conduit to be PVC coated RGS

HVAC

- Cooling for VFD control panels to be provided by the manufacturers
- Install cooling and ventilation for UPS power supplies and batteries
- Replace heating coils on 4 air handlers
- Change belt drives on 3 of the air handler to increase capacity by 5%
- Replace controls on eight (8) air handlers, include one operator work station. Controls to be Direct Digital Control (DDC). For each air handler Assume: 7 Digital Inputs, 3 digital outputs, 2 Analog Outputs, 4 Analog Inputs
- Rebalance the seven (7) Air handlers and distribution ducts
- Provide cooled air in the centrate VFD room (formerly Boot Wash Room #DB-108)

Structural

- Coordinate vibration and building harmonics study to address potential natural frequencies from selected centrifuge
- Coordinate and assist with the centrifuge support structure design

- Design new penetrations thru centrifuge floor;
- Include standard details for pads, curbs and minor structural modifications
- Perform structural work at each centrifuge opening for new equipment pads

Design Services During Construction. The recommendations from the study were used as the decision support for the pre purchase package that included a bid specifications for the centrifuge equipment and controls. CDM Smith solicited bids, performed a detailed lifecycle analysis and made a recommendation of award to NYPA and DEP. Award to for the procurement contract was made in January 2013.

Concurrently, CDM Smith prepared the design for the installation of the centrifuges and ancillary equipment. Award of this portion of the project were made in April 2014. CDM Smith is coordinating the ongoing procurement and construction work.

Maintenance of Plant Operations (MOPO) Plan. Performing construction in an operating facility requires that systems remain operational throughout construction. CDM Smith developed a detailed MOPO plan that will keep systems functional and protect effluent quality.

Construction. Using a Design-CM-at-Risk approach, CDM Smith directly purchased the centrifuges and subcontracted the general construction work for the equipment installation and miscellaneous improvements. The installation contract is in closeout and featured a phased approach to install the centrifuges. CDM Smith provided construction management services, with oversight of all construction and procurement activities. This task included design clarification, shop drawing review, schedule and startup, health and safety, owner coordination, change order negotiation and closeout.

Project Results

The project is in successful operation and is in the closeout stage.

Superstorm Sandy Emergency Response for Passaic Valley Sewerage Commission

Newark, New Jersey

Client

U.S. Army Corps of Engineers
(USACE)

Reference

Bridget McKenna
PVSC
600 Wilson Avenue
Newark, NJ 07105
bmckenna@pvsc.nj.gov
973- 817-5976

Contract Amount

\$3.7 million

Project Dates

2012 (emergency response)
2012-2014 (centrifuge work)

Immediately following Superstorm Sandy, CDM Smith aided the emergency response efforts of the U.S. Army Corps of Engineers (USACE) and the Federal Emergency Management

Agency (FEMA) in the New York/New Jersey area. Also, clarifier tanks were inspected and repaired. These achievements were accomplished in spite of significant challenges, including blizzard conditions and fuel and lodging shortages. Some of the other specific tasks during this effort included establishing site control to keep unauthorized personnel from entering the source area, developing a transition plan detailing assumptions related to site activities in conjunction with USACE and FEMA personnel, using USACE's computerized system to track activities, monitoring site safety, and coordinating with various subcontractors.

Following the successful unwatering program, CDM Smith was tasked with the emergency restoration of the plant's sludge processing facilities. Plant operations at this point were limited to screening and primary treatment, with sludge building up quickly and expected to soon exceed the plant's on-site sludge storage capacity. Following an evaluation of options for sludge processing, storage, and transport, a decision was made to bring three mothballed centrifuges online, which had to be accomplished in less than three weeks. Within 48 hours, we assessed the condition of the partially flooded sludge dewatering centrifuge facility, which had not operated since 1997, and developed a cost estimate. Under normal operations, prior to Superstorm Sandy, sludge from the primary and secondary clarifiers was pumped to the gravity sludge thickeners for thickening to between 3- and 6-percent solids. The thickened sludge was then processed through the plant's Zimpro facility. With the Zimpro facility severely damaged by the storm, restoring operation of the dormant dewatering centrifuge facility was needed to address PVSC's immediate need to dewater sludge before it could be removed from site. Under a design-build contract, CDM Smith worked expeditiously with PVSC to bring the centrifuge facility back online and

Agency (FEMA) in the New York/New Jersey area. As part of this program, CDM Smith supported the USACE "Task Force Unwatering" operations at the Passaic Valley Sewerage Commission (PVSC) wastewater treatment facility in Newark, New Jersey.

With a capacity rating of 330 mgd, this is the largest WWTP in the state and among the largest in the nation. Emergency response actions included massive unwatering (estimated at 500 million gallons) of seawater from the 140-acre site, and protection of residences and businesses from overflowing untreated wastewater. CDM Smith's team of engineers mobilized within hours of the notice to proceed to assess the WWTP, and mobilized needed equipment within 12 hours. An estimated 20 million gallons was removed from the site in 12 days of pumping using trailer-mounted and submersible pumps, and approximately 30 feet of seawater was removed from the facility's tunnels.

Because of our intimate knowledge of PVSC's tunnel system, we were able to identify the low spots throughout the facility to administer the unwatering operations, so they would be the most

restore sludge processing operations. On average, work was conducted 15 hours per day, 7 days per week, including Thanksgiving. Repair work commenced on November 12, and the facility was on line and handling sludge by November 30. Among this project's many challenges were:

- **Safety:** Initially, electrical power was very minimal, so work was conducted using headlamps in dark areas and by running generators to provide temporary light.
- **Subcontractor procurement:** Securing responsible, experienced subcontractors was accomplished in a chaotic and competitive atmosphere following the storm.
- **Maintaining crew morale:** Workers faced extremely long workdays with no days off for 3 consecutive weeks.
- **Equipment:** There was widespread damage to electrical components at a time when electronic components throughout the Northeast were in extreme demand.
- **Schedule:** PVSC desperately needed to get the centrifuge facility back online to resume sludge treatment, since wastewater continued to enter the plant. The quicker solids treatment could be accomplished, the less impact there would be on receiving waters.
- **Multi-agency demands:** Finally, we had to balance the sometimes differing expectations of USACE, FEMA, NJDEP, PVSC, and the New Jersey Governor's office.
- **The cost of this work** included \$347,000 for the initial unwatering program and \$3.35 million for restoration of the centrifuge facility.

Bergen Point WWTP Title V Permitting

West Babylon, NY

Client

Suffolk County, NY

Reference

Janice McGovern, P.E.
Chief Engineer – Sanitation
Suffolk County Department of
Public Works
225 Yaphank Ave
Yaphank, NY 11980
Tel: (631) 852-4204

Contract Amount

\$85,000

Project Dates

2015 - Ongoing

CDM Smith has assisted the County of Suffolk on their Title V permit since 1998. This included performing an analysis of all air emissions from Bergen Point WWTP to assess the sources of emissions and

establish compliance with state and federal regulations, including the Clean Water Act and the Clean Air Amendments of 1990. The facility was assessed to determine whether the plant—which includes sludge incinerators and open tanks—was a major source of emissions. CDM Smith performed an assessment of VOC and HAP levels using data collected through a sampling program and input into a computer program for analyses. The assessment established that the facility was not a major source of VOCs and HAPs. Based upon these studies, a Title V Permit was filed with NYSDEC in December 1998. The permit was issued in 1999, well within the time period required for the county to be in compliance. CDM Smith has since submitted assisted the County in reviewing updates to title V permit upon its renewal and has incorporated submitted modifications to the permit based on process changes at the plant. In 2016 CDM Smith submitted a permit modification application to the Title V permit based on the upgrade plant process and has addressed DEC questions and comments regarding the application. CDM smith is also performing a Nitrogen Oxide (NOx) Emission Rate Net Emission Increases and Decreases Calculation regarding the Title V permit as requested by DEC.



Nassau County Wastewater Treatment Facilities, Title V Permitting

Client

Suez

Reference

Thomas McClintock
EH&S Manager
Suez
3340 Merrick Road
Wantagh, NY 11793
Tel: (516) 390-6424
Thomas.McClintock@suez-na.com

Contract Amount

\$175,000

Project Dates

2015 - Ongoing

Since 2015, CDM Smith has been providing Title V Permit reporting services to SUEZ, who operates the Cedar Creek WPCP and the Bay Park STP. This work included a detailed review of their existing

recommendations to Suez on their acceptability. CDM Smith also completed a RACT analysis for the Cedar Creek WPCP based on the results of the stack test findings. CDM Smith is presently assisting SWLI in complying with the Cedar Creek Water Pollution Control Plant (WPCP) Title V Permit Condition 19, Accidental Release Provisions of 40 CFR Part 68. This Condition states that if a listed chemical is present in a “process” in quantities greater than the “threshold quantity” in the Rule, then the owner/operator shall comply with 40 CFR 68, including preparation and submittal of a Risk Management Plan that addresses procedures in the case of a fire or explosion. CDM Smith is determining the stored quantity of methane (biogas) within the plant including all storage tanks and piping while Suez is expanding its use of methane used within the plant. Based on these findings, CDM Smith will make a recommendation to Suez if a full risk management plan is required to be completed.

Title V reports and methodologies used to complete the Annual Compliance Certification (6 NYCRR 201-6.4(e)), Semi-Annual Monitoring Reports (6 NYCRR 201-6.4(c)(3)(ii)) and Emissions Inventory Statement (6 NYCRR 202) for each facility. CDM Smith recommended changes to the methodologies used to calculate the emission data which was accepted by both the County of Nassau and Suez. Since 2015, CDM Smith has also completed the calculations to develop the emissions data including developing the draft and final reports listed above for each facility. To calculate the emissions, CDM Smith is provided with the data from each of the facilities Title V emission points, reviews it for completeness and accuracy and performs the emissions calculations required to complete the reports. CDM Smith also developed an RFP for Title V stack testing and assisted Suez with the review of the proposals for the Cedar Creek Water Pollution Control Plant (WPCP) Title V Boiler and Generator Stack Test requirements for Carbon Monoxide, VOC's and Oxides of Nitrogen for both the engineers and boilers at the facility. CDM Smith review the stack test reports and made



Bergen Point Wastewater Treatment Plant – Sewer District No. 3 – Southwest Influent Pump Station

Suffolk County, New York

Client

Suffolk County Department of Public Works

Reference

Janice McGovern, P.E.
Chief Engineer – Sanitation
Suffolk County
Department of Public Works
Tel: (631) 852-4204

Contract Duration:

2009 – 2018

Contract Value:

\$2 million

Key Staff Members:

Keith Kelly
Christopher Korzenko
Megan Messmann
Joseph LaRosa
William Ryan
Hussein Elzoghby

Key Project Features:

Replace existing 4160 Volt Mag Drive Centrifugal Pumps with 4160 VFD Driven Centrifugal Pumps

Detailed MOPO developed to Sequence Construction Maintain Plant Operations

In partnership with the Suffolk County Department of Public Works (SCDPW), and as the lead in a joint venture, CDM Smith performed the plant expansion design of the Bergen Point Wastewater Treatment Plant (WWTP) in West Babylon, NY. CDM Smith was responsible for the overall management of the project and the detailed mechanical design of the rehabilitated

CDM Smith reviewed the historical flow records from the plant with the proposed expansion of the plant from 30.5 mgd (million gallons per day) to 40.5 mgd to develop a future peak flow rate of 120 mgd. This also considered improvements the County was making within the collection system to address I/I. The existing Influent Pump Station (IPS) consists of 5 pumps ranging from 10 to 30 mgd that are fed from two independent wetwells (2 pumps on the south wetwell and 3 pumps on the north wetwell). The pumps are driven by 4160 Mag Drives that are more than 30 years old and difficult to maintain. The new pumps will be controlled by 4160-volt VFDs. CDM Smith developed a detailed sequence of construction to allow the plant to be maintained in service while the new extended shaft handling solids centrifugal pumps were being installed and existing pumps removed from service. The new VFD's were located in an existing storage room to allow them to be constructed and wired prior to any pumps being removed from service. The new pumps were installed to the fullest extent possible and then the associated wetwell would be taken out of service to allow the new pump to be connected to the wetwell. Once the new pumps were operational, the existing pumps are being replaced in a sequenced manner, with the pumps connected to the north wetwell all done at the same time and then the pumps connected to the south wetwell completed, to allow the plant to remain in service. Piping modification to connect the new pumps to the existing discharge header were included in the sequence. The project was completed in 2018.

influent pump station, existing RAS and WAS pumps, and replacement of the entire aeration control system, including the master aeration control panel, the individual blower control panels, the dissolved oxygen probes, and the aeration flowmeters. In addition we designed the new aeration tanks, SCADA system and developed the MOPO for the entire upgrade. The influent screening room had a history of flooding as the influent pumps were not sized to handle the peak wet weather flows that were caused by excessive Infiltration and Inflow (I/I) during storm events.

Wastewater Treatment Facility Final Effluent Pump Station Upgrade

Suffolk County, New York

Client

Suffolk County, New York

Reference

Janice McGovern, P.E.

Chief Engineer

Suffolk County Department of
Public Works

600 Bergen Avenue • West

Babylon, NY 11704

Tel: (631) 852-4204

Contract Amount

\$2 million

Project Dates

Ongoing

CDM Smith designed an upgrade of the Bergen Point Water Pollution Control Facility's Final Effluent Pump Station for Suffolk County. The Effluent Pump Station Upgrade is part of a larger

project to provide replacement of portion of the existing plant outfall. The pump station upgrade design involved an initial evaluation of the pump station hydraulics under current, interim and future conditions and coordination with an ongoing general plant expansion and the future outfall work.

The Bergen Point WPCF Final Effluent Pump Station discharges effluent by gravity flow and by pumping depending on the plant flow rate and tidal conditions. Suffolk County is conducting the effluent pump station upgrade primarily to address the time in service of most of the existing equipment including the pumping equipment, valving and associated controls and electrical equipment. The upgrade also increases the capacity of the effluent pump station from a maximum of 90 MGD to 120 MGD to match a currently ongoing upgrade of the influent pump station. Because upgrade of the final effluent pump station will take place prior to construction of the outfall work, it was necessary for the design to meet the hydraulic requirements of pumping through the existing outfall as well as

through the proposed future replacement outfall. The upgraded pump capacity also needed to account for a reduced hydraulic head resulting from construction of a new UV Disinfection Chamber upstream of the station. A thorough hydraulic analysis of current, interim and future conditions for both gravity and pumped flow was performed as part of the upgrade design. The upgraded effluent pump station will begin operation prior to completion of the future outfall work. The effluent pump station design included consideration of maintaining gravity flow throughout, operation during future outfall construction, and connection of the pump station to the future outfall upon its completion, which will require reconstruction of the station's internal discharge piping and construction of external yard piping.

Construction work for the pump station upgrade was initiated in 2016.

Wastewater Facilities Plan & Design-Build Upgrades

Stonington, Connecticut

Client

Stonington (CT) Water
Pollution Control Authority

Reference

Douglas Nettleton
Director, Stonington Water
Pollution Control Authority
152 Elm Street
Stonington, CT 06378
Tel: (860) 535-5065

Contract Amount

\$17.2 million

Project Dates

2012-2014

The Town of Stonington operates three Water Pollution Treatment Facilities (the Mystic, Pawcatuck and Borough WPCFs) that were facing challenges related to age, odor-control issues and

waterfront town of 18,000 people divided into three villages: Stonington, Mystic and Pawcatuck. The town services each village with a separate wastewater collection system and treatment plant. This posed increasing challenges associated with operating the three facilities. Age, odor-control issues (and adverse press reporting), Connecticut regulations on nitrogen levels in effluent, and the rate of community and commercial growth all placed additional strain on the municipality. Meanwhile, the facilities were located near residential, commercial and cultural sites. The Mystic facility, in particular, is surrounded by marinas, an Amtrak terminal and the Mystic Bridge Historic District, a local tourist landmark and part of the National Register of Historic Places. Each site was highly constrained and no additional real estate was available to expand facility footprints or build a new facility.

adverse press reporting, state regulations on nitrogen levels in effluent, and community and commercial growth rate. All these factors strained the capacity of the Town's wastewater system and operations. In addition, each of the wastewater facilities was located near residential, commercial and cultural sites and there was no additional real estate available to expand facility footprints or build a new facility.

Contracting with CDM Smith, Stonington elected to use design-build delivery to modernize its wastewater system. The overall project, which required significant upgrades to all three facilities, was completed within budget and schedule, while maintaining operations during construction and galvanizing community support. The innovative BioMag ballasted flocculation technology was piloted, designed and installed at the Mystic facility to achieve better effluent quality without adding additional process tankage. The Mystic facility was one of the first in the U.S. to implement this technology. The disinfection technology at all three facilities was also upgraded from chlorina



Wastewater Facilities Plan

The town needed to upgrade its infrastructure in a way that would best serve all three communities while avoiding any interruptions in service. CDM Smith was hired in 2000 to develop a wastewater facilities plan that would upgrade the town's entire system, and ultimately recommended a design-build approach—which had been successful approach in implementing previous odor-control upgrades—to carry out upgrades at all three plants.

Background

Known for its history, charm and tourist attractions, Stonington, Connecticut, is a picturesque

The facilities plan for an improved plant includes an evaluation of the Authority's existing facilities, including the three treatment plants and 18 pump stations. CDM Smith used a team of specialists to conduct on-site facility inspections and document major deficiencies at each plant and pump station. In addition, CDM Smith prepared a comprehensive geographic information system (GIS) map of the sewer system.

CDM Smith performed a sewer needs analysis and developed flow and load projections, which are essential components in determining where existing development can no longer be served by on-site systems, and where future growth may occur and how that will affect future sewer needs.

Based on future flow estimates, the permit limits/technologies, and evaluations of current facilities, CDM Smith paired with the town of Stonington and developed alternative approaches. Options include expanding one or more existing facilities and/or new consolidated facilities at a new site. The alternatives were evaluated based on life cycle (present worth) cost, efficiency, effectiveness, operations, environmental impacts, implementation concerns, and other criteria.

The facilities planning process included a public participation program, including facilitated public meetings, two public hearings, citizen's advisory groups, and direct communication with the public such as mailings and newspaper articles. Residents and community members were well-informed of design-build practices before the project began, allowing a genuine understanding of project goals and allowing a strong, collaborative atmosphere. The program was completed in November 2006, and the Wastewater Facilities Plan report was submitted to CT DEEP in January 2007.

In 2010, CT DEEP approved the continuation of services to Stonington as follow-up to the Wastewater Facilities Plan. The first step in the design of the recommended plant upgrade was to develop a Conceptual Design of a complete plant upgrade at the Mystic Water Pollution Control Facility (WPCF), with additional upgrade work at

both the Borough WPCF and Pawcatuck WPCF. A key component of the Conceptual Design phase was to select the most efficient and cost-effective biological process technology on which to base the upgrade. A detailed evaluation of four processes were evaluated (all configured in a four-stage process):

- "Conventional" expansion, using a suspended-growth biological nutrient removal (BNR) system
- Integrated fixed film activated sludge (IFAS)
- Membrane bioreactors (MBRs)
- BioMag ballasted flocculation

The desktop analysis indicated that BioMag, utilizing ballasted mixed liquor, would enable the plant to meet its performance goals without requiring any new process tankage, resulting in the best, most cost-effective option. BioMag was new to the U.S. market and only operating at two sites at the time. A 4-month full-scale process demonstration was completed in 2009 to verify achievement of required process performance and to test impact of magnetite-impregnated mixed liquor on the plant's process equipment. The full-scale demonstration was successful and CDM Smith recommended that the BioMag process be implemented to maximize the treatment ability at the existing, constrained site. All three plants received a blower upgrade utilizing high efficiency turbo blowers and conversion from chlorination to ultraviolet disinfection, reducing need for chemical addition.



Design-Build Upgrades

CDM Smith worked with the town to gather public support for design-build upgrades, which were authorized by referendum in 2012. Ultimately, the project was successful in all aspects—meeting the town's expectations, and completed within budget and on schedule.

The project entailed a thorough engagement by all three key parties in the process: Town staff and stakeholders, CDM Smith designers, and builders from CDM Smith's construction arm, CDM Constructors Inc. The Town's wastewater operator, United Water, was also heavily involved in the collaboration. This project team worked jointly throughout to take on every challenge and to bring their collective perspective and expertise to achieve a successful upgrade and technology implementation.

The comprehensive upgrade to Mystic WPCF included replacing all mechanical and electrical equipment; a new I&C/SCADA System; new ultra-violet (UV) disinfection system (replacing the existing sodium hypochlorite disinfection system); new sludge processing system (equipment and related facilities); addition of a new BioMag system to the wastewater treatment process; and renovations and upgrade of the existing buildings and grounds.

The Borough WPCF and Pawcatuck upgrades similarly included new ultraviolet (UV) disinfection systems to replace the existing sodium hypochlorite disinfection systems. Existing positive displacement blowers at each facility were replaced with new turbo air blowers for aeration.

From the preliminary design phase, collaboration between town staff, designers, builders and operators produced positive results. For example, the plans called for reconfiguration from chlorination to UV disinfection at all three facilities, and the conceptual plans included demolition, rebuilding and modifying the plant layout to accommodate UV equipment. Constructability reviews by the team recommended leaving much of the existing channel structure in place and building the UV upgrades within those channels to reduce risk, cost

and time while making the new equipment easier to implement. Opportunities like this to improve the design from a cost, safety and constructability standpoint with collaborative input were constantly seized by the team throughout the design process.

As the project moved toward construction, early involvement of the construction team allowed for detailed planning, equipment ordering, subcontractor prequalification and selection, and scheduling to take place in advance of construction start. In the meantime, the design-build approach allowed for increased trust between the design-build team, town staff and operators that paid dividends during construction. Weekly meetings kept all members of the team on the same page and well-informed about upcoming activities; often, the owner and operators were as knowledgeable about upcoming construction milestones as the construction team themselves.

Maintenance of plant operations (MOPO) was a critical element of the project, and was successful throughout due to the collaborative environment. The town's residents experienced no interruption to wastewater services during the upgrades, even during the busy summer tourist season.

Ultimately, the project was completed on time and under budget, and occupied by the client in late 2014. A shared savings incentive resulted in a positive financial outcome for both the design-builder and owner when the project came in \$1 million under budget. The BioMag system operated successfully and provided the town with a significant increase in treatment efficiency and nutrient removal without increasing the plant footprint.

With a population around 18,000, Stonington does not operate vast facilities or wield huge construction budgets, but it succeeded in using design-build delivery—a relatively rare decision for New England communities—to execute a complex and critical wastewater infrastructure upgrade project. This highly successful project epitomizes the potential of design-build delivery to add value to critical projects for wastewater owners in every region and of every size.

ADG Fueled Engine Generator at the Yonkers Joint WWTP

Yonkers, New York

Client

New York Power Authority

Reference

Brendan Monteith, PE, CEM,
PMP
Project Engineer II
New York Power Authority
123 Main Street
White Plains, NY 10601
Tel: (914) 390-8257
brendan.monteith@nypa.gov

Contract Amount

\$8 million

Project Dates

2011-2017

The New York Power Authority (NYPA), a national leader in promoting energy efficiency, has contracted CDM Smith as part of their award-winning Energy Services Programs (ESP). The ESP provides energy-efficiency improvements to reduce energy costs

generated by publicly owned facilities in Southeast New York. Under the ESP, CDM Smith performed the design of a Cogeneration Engine System fueled by Anaerobic Digester Gas (ADG) at the Yonkers Joint WWTP.



The new cogeneration engine is continuous rated at 1400kw, 1750 kVA with an output voltage of 480V. The new engine is located within an existing building used to house blower engines also fueled by ADG. By locating the new engine in this building, limited building modifications were required, as this space is designed to handle ADG fueled

equipment. The cogeneration engine will normally be running in parallel with the utility to offset a portion of the plant load. CDM Smith coordinated with the local utility, Consolidated Edison, and designed all necessary protective relaying to prevent power from flowing back to the utility. Additional relaying was designed to protect from under or overvoltage, under or over frequency and ground faults. Additionally, CDM Smith designed all mechanical support equipment, including water pumps, oil pumps and exhaust heat exchangers. CDM Smith also specified improvements to the existing heat dump and heat recovery heat exchangers, including re-tubing and refurbishment.

The project also includes the design of a new ADG conditioning system. The ADG conditioning system includes iron sponge vessels for hydrogen sulfide removal, a refrigeration system with chiller and heat exchanger for moisture removal and carbon vessels for siloxane removal. Due to space constraints and code requirements the system is located outside, where it is designed to handle the wide range of temperatures and weather conditions experienced in the northeast.

CDM developed 30, 60 and 90 percent design documents and associated construction cost estimates for County and NYPA review. The project is currently in the final completion stage with the engine having been started and successfully tested. The project delivery method design-CM- at Risk, with the project advertised to select pre-qualified contractors and CDM Smith holding the construction contract with the General Contractor. The engine has been successfully tested and the project is complete.

Chemical Addition for Phosphorus Removal

Waterbury, Connecticut

Client

City of Waterbury, Connecticut

Reference

Christian Perez
Primary Representative
City of Waterbury WPC
210 Municipal Road
Waterbury, CT 06708
Tel: (203) 574-8251
cperez@waterburycct.org

Contract Amount

\$49,426

Project Dates

2014

Upon receipt of their new NPDES permit, the City of Waterbury was faced with an aggressive schedule to achieve a seasonal 0.7 mg/L total phosphorus effluent limit.

clarifies. A second 5,000 gallon bulk storage tank was installed downstream of the aeration tanks along with metering pumps to feed alum upstream of the secondary clarifiers. A one-year contract for the alum supply was included with an option to extend to a second year.

The magnesium hydroxide system consisted of a 4,000 gallon tank located in an existing garage bay to protect it from potential cold temperatures. Metering pumps were used to inject the product through existing chemical feed piping to the head end of the aeration tanks. Similar to the alum system, a one-year contract for the alum supply was included with an option to extend to a second year.

The contracts were bid and awarded on a tight schedule to meet the April 1 deadline. The systems were installed in mid-march, filled and tested so that they were fully operational in time for the phosphorus removal season. The systems were very successful through the course of the first season, keeping the City in permit compliance. An additional benefit was that the full scale operation has given the City valuable insight into what will be involved with a permanent installation.

CDM Smith was retained to develop and implement a plan to comply with the requirement. CDM Smith was well positioned to assist the City in meeting the aggressive deadline, having completed a Phosphorus Removal Study for the City the previous year.

Building off the recommendations of the Phosphorus Removal Study, CDM Smith quickly mobilized a temporary laboratory and conducted forty bench scale jar test over a five-day period. The results of the jar test were compared to the previous test and a recommendation to utilize alum as the optimal coagulant was made. An additional conclusion of the jar testing was that the plant would be in danger of missing the PH limit unless supplemental alkalinity was added to counteract the pH effect of the alum. CDM Smith recommended the use magnesium hydroxide for this purpose.

CDM Smith developed two bid packages for the City to procure temporary storage and feed systems for the chemicals along with long term chemical supply. The alum system was a multi-point injection system consisting of a 5,000 gallon bulk storage tank near the headwork along with metering pumps to feed alum upstream of the primary

WPCF Phosphorus Removal Design

Waterbury, Connecticut

Client

City of Waterbury, Connecticut

Reference

Christian Perez
Primary Representative
City of Waterbury WPC
210 Municipal Road •
Waterbury, CT 06708
Tel: (203) 574-8251
cperez@waterburyct.org

Contract Amount

\$3.1 million

Project Dates

2018 to present

The Connecticut Department of Energy and Environmental Protection (DEEP) revised their plan for stateside phosphorus reduction in 2011. The revised plan significantly lowered the project permit

limit for Waterbury to 0.2 mg/L or lower. The City retained the services of CDM Smith to develop a comprehensive Phosphorus Removal Study and Preliminary Metals investigation for the WPCF to position the City to implement the required improvements.

With the newly proposed limits significantly lower than previously anticipated, CDM Smith focused the evaluation on chemical phosphorus removal systems because biological phosphorus removal systems would not provide removal efficiencies needed to meet the stringent limits. Both ballasted flocculation and cloth media filtration technologies were evaluated with cloth media filtration being recommended due to lower capital and O&M costs.

As part of the study CDM Smith also performed a preliminary metal investigation including a plant-wide metals mass balance. Significant industrial users (SIUs) were identified and screened for potential metals discharges. Ultimately, CDM Smith recommended industrial pretreatments and enforcement as the first step in consistently meeting effluent limits.

Having assisted with the various compliance milestones included in the City's NPDES permit, CDM Smith was selected to design the Phosphorus

Removal Upgrades. To continue to meet the compliance schedule, CDM Smith was allotted six months to complete the design and permitting efforts of this project \$30 million upgrade. To meet the final phosphorus effluent limits, the treatment process will be upgraded to include chemical coagulation and effluent filtration. The main plant improvements included the following:

- New chemical storage and feed facilities (coagulant, magnesium hydroxide, and polymer),
- New effluent pump station,
- New effluent filter facility, and
- Ancillary improvements (e.g., yard piping, sitework, electrical, controls, etc.).

The system is designed to meet the phosphorus effluent seasonal cap permit limit of 34.26 lbs/day, or approximately 0.20 mg/L phosphorus at current flows of 20 million gallons per day, with the capability to treat to 0.10 mg/L if required in the future. Phosphorus treatment and compliance with the phosphorus effluent limits, in accordance with the NPDES permit, is required seasonally from April through October of each year. During the off-season, from November 1 through March 30, phosphorus removal is not required and the system can be bypassed allowing the plant to save power and chemical costs when the receiving waters are less sensitive to the phosphorus in the effluent.

The design and permitting was completed in six months to meet the extremely aggressive milestones included in the permit. The low bid, at \$25.8 was well within the project. Construction was to be substantially complete by December 2019.

Digester Gas System Evaluations, Design and Construction

New York, New York

Client

New York Power Authority
(NYPA)

Reference

Igor Katsnelson, Assoc. DBIA
Lead Project Engineer I
New York Power Authority
123 Main Street
White Plains, NY 10601
Tel: (914) 681-6673
igor.katsnelson@nypa.gov

Contract Amount

\$30 million

Project Dates

2005-2015

The New York Power Authority (NYPA) owns and operates eight fuel cells that use methane gas produced by the anaerobic digestion of sludge or natural gas, as a fuel source to produce electricity. NYPA, in

personnel regarding the condition of the systems; and leak detection inspections. In addition, a detailed inspection of the Wiggins Gas Holder and a video inspection of the underground digester gas piping at the Red Hook WWTP was also performed.

The evaluation of the digester gas systems included a visual inspection of the digester covers, gas domes, flame arrestors, pressure and vacuum relief valves, gas collection and distribution piping and valves, waste gas burners, gas boosters, pressure sensors/gages and flow meters. In addition, the digester mixing systems were inspected to determine the type of system installed and its condition and operability. Interviews with plant personnel were held to determine an overall understanding of the digester gas system, the history of the system and the operability of system components. The results of the inspections were summarized in a report, which included estimates of gas leakage, suggestions for system improvements and estimated fuel and power savings if system improvements were implemented.

The project is complete, with CDM Smith having developing detailed layouts for piping replacement, gas booster installation, digester dome replacement, gas holder repair, digester gas and natural gas blending systems for improved boiler operation, boiler retro-commissioning and digester gas chilling for condensate removal. As part of the design process CDM Smith developed greenhouse gas summaries and energy savings summaries for each of the plants. The GHG summaries concluded that an equivalent of 17,500 metric tons of CO₂ will be saved through implementation of the project and the economic summaries estimated that an annual energy savings (natural gas and electricity) of approximately \$500,000 can be realized.

an effort to provide a consistent and reliable source of digester methane gas for use by the fuel cells, enlisted CDM Smith to evaluate the digester gas systems at four New York City Department of Environmental Protection (NYCDEP) WWTPs—Red Hook, Hunts Point, Oakwood Beach, and 26th Ward—to determine the condition of the systems and suggest improvements to meet this goal.



The evaluation performed at each plant varied based on the type of digester gas equipment located at the facility. In general, all evaluations included a visual inspection of the digester gas system piping, valves and equipment; interviews with plant

Water Pollution Control Training, Evaluation and Process Engineering

Waterbury, Connecticut

Client

City of Waterbury, Connecticut

Reference

Christian J. Pérez

Primary Representative

WPCD – City of Waterbury

210 Municipal Road

Waterbury CT 06708

Tel: (203) 574-8251 Ext. 7657

Dates of Service:

2008

Contract Amount:

\$49,500 and \$49,948

The project was completed on schedule and within budget.

When the Waterbury WPC lost their plant superintendent, during the interim period while the City searched for a permanent superintendent, CDM Smith provided on-site process engineering services to assist in the

operations of the plant. CDM Smith provided recommendations for process changes and adjustments to meet permit conditions, reviewed laboratory data, responded to operator questions, and provided process observations.

Additionally, to improve the overall quality and knowledge of the operations staff, CDM Smith developed job specifications, provided training and evaluated staff as part of this project. CDM Smith also developed standard operating procedures for a variety of plant operations, which were used as the basis for operator training. The training was performed in both a classroom setting and in the plant, so that staff had the opportunity for true hands on training. The work was undertaken by a team of operation and maintenance specialists including Georgine Grissop.



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

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

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

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

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

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

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

File

March 18, 2021

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

COUNTY OF NASSAU

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

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

Address: 60 Crossways Park West

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

Country: US

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

3. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded Partner List 2-10-2022.pdf

No principals have been attached to this form.

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

If none, explain.

See attached list.

1 File(s) uploaded Partner List 2-10-2022.pdf

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

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

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

3 File(s) uploaded Affiliated Companies 2022.pdf, Response to Vendor Disclosure Questions Memo 3-18-21.pdf, ccvd CDM Smith Inc. 2022.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Keith F. Kelly [KELLYKF@CDMSMITH.COM]

Dated: 02/11/2022 02:44:41 PM

Title: Partner

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

Camp Dresser McKee & Smith Partners and Affiliated Companies

Barry L. Giorgi [REDACTED].

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]

COUNTY OF NASSAU

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

1. Name of the Entity: CDM Smith Inc.

Address: 75 State Street, Suite 701

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

Country: US

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

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

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

1 File(s) uploaded CDM Smith Inc Directors 2022.pdf

No principals have been attached to this form.

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

If none, explain.

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

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

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

See attached organization chart.

1 File(s) uploaded CDM Smith Org Chart rev.07.14.2021.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

--

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

--

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

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

Electronically signed and certified at the date and time indicated by:
Christopher Korzenko [KORZENKOCA@CDMSMITH.COM]

Dated: 02/10/2022 04:13:42 PM

Title: Associate

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

CDM Smith Inc.

Board of Directors

Chairman of the Board: Timothy B. Wall

Director: Peter Tunncliffe

Director/Finance: Thierry Desmaris

Director/President: Anthony Bouchard

Director/General Counsel: Mario Marcaccio

Director: Gae Walters

Director: Howard Stevenson

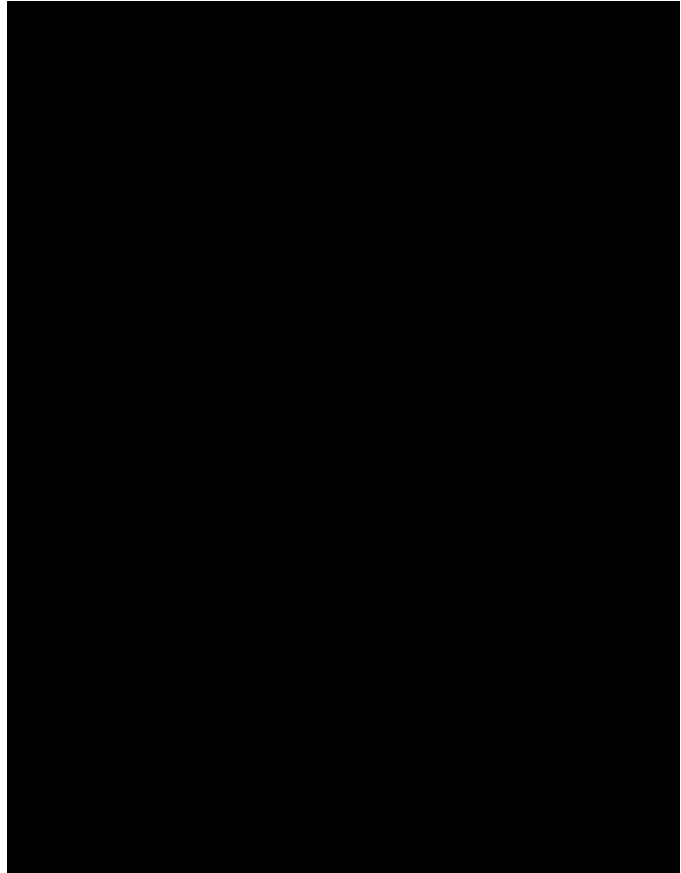
Director: Jennifer Banner

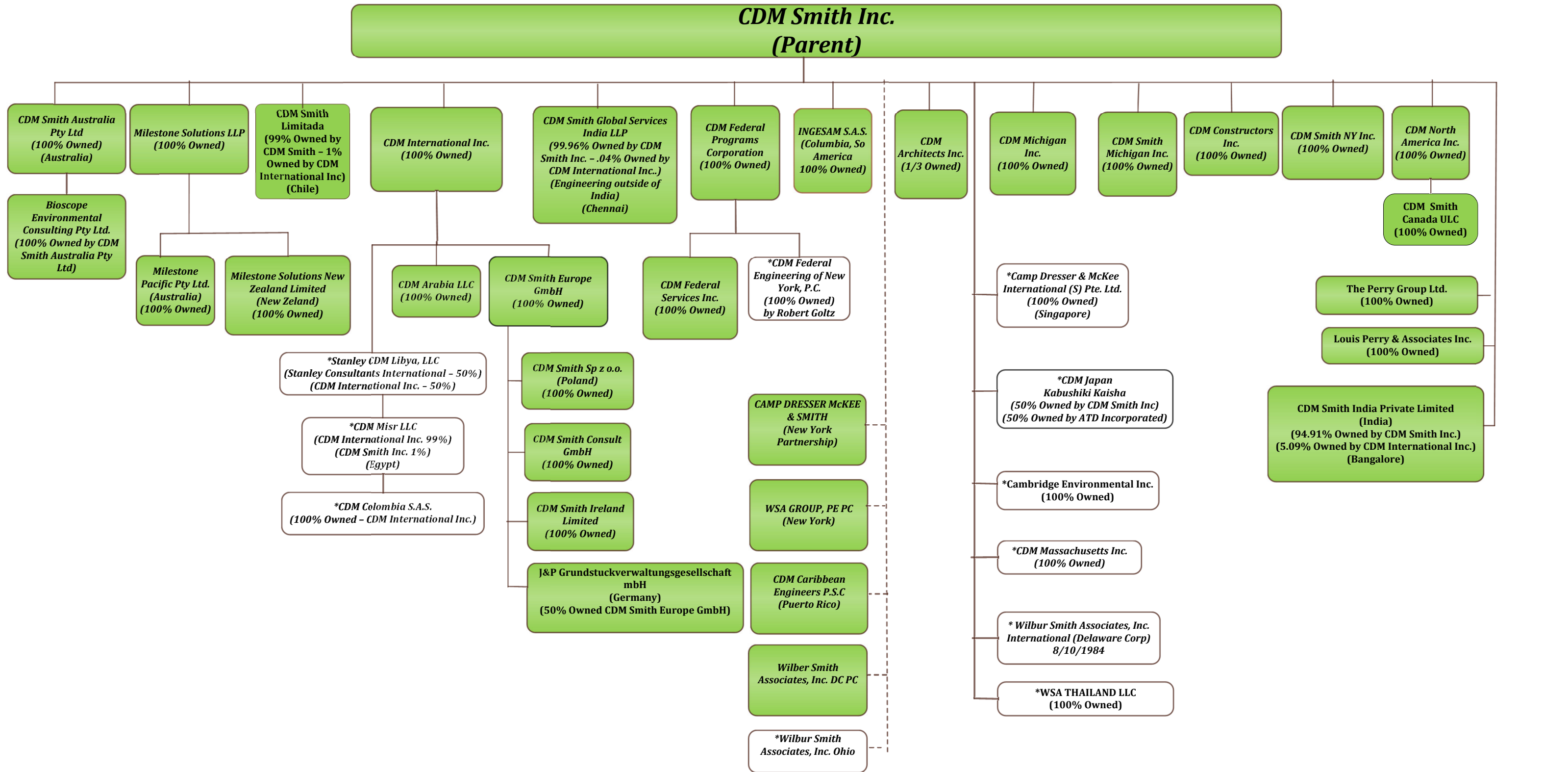
Director: Julia Forgas

Treasurer: Christopher Campbell

Secretary: Paul Milligan

Assistant Secretary: Jason Makofsky





*INACTIVE

Camp Dresser McKee & Smith Partner List

Barry L. Giorgi [REDACTED]

Keith F. Kelly [REDACTED]

Thomas R. Schoettle [REDACTED]

Ernest C. Ashley [REDACTED]



Memorandum

To: File

From: Christopher A. Korzenko, P.E.

Date: March 18, 2021

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

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

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

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

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

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

File

March 18, 2021

Page 2

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/13/2022

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Camp Dresser & McKee. 75 State Street, Suite 701 Boston MA 02109 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D: ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER E: Underwriters at Lloyds</td><td>32727</td></tr><tr><td>INSURER F: Commerce & Industry Ins Co</td><td>19410</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D: ACE Property & Casualty Insurance Co.	20699	INSURER E: Underwriters at Lloyds	32727	INSURER F: Commerce & Industry Ins Co	19410
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: ACE Property & Casualty Insurance Co.	20699														
INSURER E: Underwriters at Lloyds	32727														
INSURER F: Commerce & Industry Ins Co	19410														

COVERAGES **CERTIFICATE NUMBER:** 570091615285 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB7611B8T8Z6042	01/01/2022	01/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-062	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG28194687006	01/01/2022	01/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA561DB8T8Z6012 AOS WC5611B8T8Z6022 WI	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
					01/01/2022	01/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	Archit&Eng Prof			PSDEF2200033 Professional/Claims Made	01/01/2022	01/01/2023	Each Claim Aggregate	\$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Environmental Facilities System - wide SCADA needs assessment and improvements.
Nassau County Department of Public Works is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Nassau County Department of Public Works
Attn: Joe Davenport
1194 Prospect Avenue
Westbury NY 11590 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : A

570091615285

Certificate No :





FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

[illegible]



AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Camp Dresser & McKee.	
POLICY NUMBER See Certificate Numbe 570091615285		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570091615285	NAIC CODE		

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

Professional Liab Policy # PSDEF2200033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Munitus (Syndicate 4242) - 12.5%
Re/Rn (Syndicate 1458) - 10%
Castelmga (Syndicate 2525) - 5%
Convex (Syndicate 1984) - 7.50%
Berkshire - 15%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

SCHEDULE

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

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 22, 2021

SUBJECT: Environmental Facilities System-Wide SCADA
Recommendation to Amend Professional Services Agreement with
CDM Smith for Engineering Services
Agreement No.: S35117-02C
Encumbrance No.: CFPW13000001
Capital Project No.: 35117

This Department is requesting approval to amend the existing personal services agreement S35117-02C with the Design Engineering firm, Camp, Dresser, McKee & Smith (CDM Smith). Amended term and cost will be necessary to continue with engineering services for the SCADA projects that are related to nearly all the County's wastewater infrastructure. CDM Smith's agreement has been delayed for three (3) primary reasons, these delays resulted to added cost:

1. Due to the complex nature of the SCADA technology, the County decided to complete the project in four (4) stages instead of one, as originally proposed: Pump Stations, Cedar Creek, Glen Cove, and Bay Park.
2. The Cedar Creek SCADA project was bid during September 2016. Unfortunately, it was not awarded, and the contractor withdrew in September 2018. At this time, the County requested that CDM Smith combine the Cedar Creek and Glen Cove project. After some redesign effort, the combined project was re-bid during June 2020.
3. CDM Smith received authorization to begin design of the Bay Park SCADA project during July 2020. The scope and complexity of the Bay Park project changed significantly as a result of the extensive construction work that has occurred at the Bay Park plant.

CDM Smith has been providing engineering services for the subject project starting October 17, 2013. The original agreement expired on October 16, 2017 and Amendment No. 1 (CLPW17000034), extended the contract until October 16, 2022. CDM Smith's engineering services are needed until at least November 2024, to cover the completion of construction plus the one-year O&M period. It is the intent of this Department to amend the existing agreement to extend those services for an additional three (3) years from October 17, 2022 through October 16, 2025.

The remaining contingency on this contract is approximately \$2,000. This Department proposes to amend the agreement in the amount of \$250,000. This amendment will account for additional design effort for the Bay Park SCADA project in the amount of \$146,356; remaining amount of the proposed amendment will account for unforeseen conditions or regulatory changes during the construction period of the three (3) unique construction projects.

CDM Smith was selected by the Department for the Environmental Facilities System-Wide SCADA design contract. SCADA (Supervisory Control and Data Acquisition), will be the technology controlling the automation of the wastewater infrastructure. This multi-phased project includes five (5) separate SCADA systems that are described below. SCADA will equip the County with modern and secure technology that will communicate real-time wastewater operating conditions to operations staff. This will increase energy efficiency, enable workers to react to alarms quicker, prevent unwanted release of wastewater, and ensure that the County is consistently discharging effluent water to the highest standard within their ability. These benefits streamline operating conditions, which results in further reduction of cost.

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 22, 2021

Page 2

Subject: Environmental Facilities System-Wide SCADA

Recommendation to Amend the Professional Services Agreement with
CDM Smith for Engineering Services

Agreement No.: S35117-02C

Encumbrance No.: CFPW13000001

Capital Project No.: 35117

CDM Smith's contract includes the design services for three (3) separate Capital Improvement Projects:

- **Pump Station SCADA – S3P312-12G:** A unique SCADA system that wirelessly connects fifty-eight (58) wastewater pump stations and seven (7) stormwater pump stations to three (3) master computers located at Cedar Creek WPCP, Bay Park STP, and the Hicksville Garage. The project is in construction with an estimated completion date of July 2021.
- **Cedar Creek WPCP and Glen Cove WWTP SCADA – S35117-03GR:** This includes two independent SCADA Systems, one at each wastewater treatment plant. The SCADA systems will be operated by one master computer that will monitor, control, and collect data from all the wastewater unit processes at the plant. This project is pending Construction NTP, which is anticipated to be July 15, 2021. Construction completion is estimated to be July 15, 2023.
- **Bay Park STP SCADA – S35117-04G:** The scope of this project is similar to Cedar Creek and Glen Cove SCADA. This project is currently in the design phase. The final bid documents for this fifteen (15) month construction project are expected to be advertised in August 2021. Assuming a twelve (12) month procurement period, Construction is expected to complete during November 2023.

CDM Smith, having been selected as the design engineer for these projects, should continue to be retained based on their technical expertise and extensive knowledge and understanding of the subject projects. The requested extension will allow CDM Smith to complete the contracted services.

Please sign this memorandum signifying your approval or disapproval of this contact amendment and return this memorandum to this office.



Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Graham Sharkey, Adrian Hamilton, Jacobs

APPROVED:

DISAPPROVED:

 12/21/2021

Brian J. Schneider Date
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Keith F. Kelly - Partner

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Camp Dresser McKee & Smtih

Name of Organization

60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797

Address of Organization

Instructions for Certification

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



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

September 30, 2021

Christopher Korzenko, Principal
Camp Dresser McKee & Smith
60 Crossways Park Drive West, Suite 340
Woodbury, New York 11797

Re: Environmental Facilities System-Wide SCADA Improvements
Extension of Time
Agreement No. S35117-02C

Dear Mr. Korzenko:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional one (1) year. The new expiration date shall now be **October 16, 2022**.

This extension of time shall be on the same terms, conditions and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Graham Sharkey of Jacobs Engineering at (516) 571-7385.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ken Arnold", followed by a blue vertical line.

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

KGA:VF:rp

c: Michael C. Pulitzer, Clerk of the Legislature
Jeff Schoen, Deputy Comptroller, Office of the Comptroller
Vincent Falkowski, Deputy Commissioner for Environmental Programs
Christopher Vella, Project Manager II
Karen Fay, Sanitary Engineer III
Graham Sharkey / Adrian Hamilton, Jacobs



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

January 11, 2017

Christopher A. Korzenko, Principal
Camp Dresser McKee & Smith
60 Crossways Park Drive West, Suite 340
Woodbury, New York 11797

Re: Environmental Facilities System-Wide SCADA Improvements
Extension of Time
Agreement No. S35117-02C

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Should you have any questions or comments concerning the above, please contact Mr. Joseph L. Davenport, of my staff, at (516) 571-7508.

Very truly yours,

Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓
Joseph LaRosa, Project Manager, CDM Smith



E-80-19

NIFS ID:CLPW17000034 Department: Public Works

Capital: X

SERVICE: Amendment #I -S35117-02C

Contract ID #:CFPW13000001

NIFS Entry Date: 22-DEC-17

Term: from 17-OCT-17 to 16-OCT-21

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

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

Vendor Info:	
Name: Camp Dresser McKee & Smith	Vendor ID#: [REDACTED]
Address: 60 CROSSWAYS PARK WEST SUITE 340 WOODBURY, NY 11797	Contact Person: KEITH F. KELLY
	Phone: 5164968400

Department:
Contact Name: JOSEPH L. DAVENPORT
Address: 3340 MERRICK ROAD BUILDING R, 3RD FLOOR WANTAGH, NY 11793
Phone: 516-571-7508

Routing Slip

Department	NIFS Entry: X	26-DEC-17 -- LDIONISIO
Department	NIFS Approval: X	17-JAN-18 -- KARNOLD
DPW	Capital Fund Approved: X	17-JAN-18 -- KARNOLD
OMB	NIFA Approval: X	23-FEB-18 -- APERSICH
OMB	NIFS Approval: X	06-FEB-18 -- MVOCATURA
County Atty.	Insurance Verification: X	17-JAN-18 -- AAMATO

County Atty.	Approval to Form: X	17-JAN-18 -- NSARANDIS
CPO	Approval: X	25-FEB-19 -- KOHAGENCE
DCEC	Approval: X	27-FEB-19 -- JCHIARA
Dep. CE	Approval: X	28-FEB-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval: X	09-APR-19 -- LVOCATURA
Comptroller	Deputy: X	12-JUN-19 -- JSCHOEN
NIFA	NIFA Approval: X	14-JUN-19 -- KSTELLA

Contract Summary

Purpose: Approval of an amendment to a Personal Service Agreement with CDM Smith Inc. to provide engineering services in regard to the assessment, evaluation and recommendation of supervisory control and data acquisition (SCADA) improvements to the Department's environmental facilities for four (4) years.
Method of Procurement: RFP : A qualification-based rating system in accordance with established DPW procedure.
Procurement History: A Request for Proposal (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County's website and advertised in Newsday. Technical and separately sealed cost proposals were received from four (4) firms on June 19, 2012. CDM Smith Inc. was selected as the highest technically rated firm with the cost proposal that offers the best value.
Description of General Provisions: This Amendment will provide services for the Department that requires a specialized consultant that can provide services and expertise required to standardize the automation systems and provide overall supervisory control of these facilities.
Impact on Funding / Price Analysis: An increase necessitated due to the implementation of the SCADA project in phases (separate construction contracts for each of the wastewater treatment plants and a separate construction contract for the pump stations) as opposed to the single construction contract identified in the RFP.
Change in Contract from Prior Procurement: Extension of Time and increase in funding in the amount of \$415,000.00.
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	35	Revenue				\$ 0.00
Resp:	117	Contract:		2	PWCSWCSW/35117/00002	\$ 415,000.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	35117	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 415,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 415,000.00		TOTAL	\$ 415,000.00

RENEWAL	
0	
Increase	
0	

Decrease			
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E-80-18

NIFS ID:CLPW17000034 Department: Public Works**Capital: X**

SERVICE: Amendment #1 -S35117-02C

Contract ID #:CFPW13000001 NIFS Entry Date: 22-DEC-17 Term: from 17-OCT-17 to 16-OCT-21

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

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

Vendor Info:	
Name: Camp Dresser McKee & Smith	Vendor ID# [REDACTED]
Address: 60 CROSSWAYS PARK WEST SUITE 340 WOODBURY, NY 11797	Contact Person: KEITH F. KELLY
	Phone: 5164968400

Department:
Contact Name: JOSEPH L. DAVENPORT
Address: 3340 MERRICK ROAD BUILDING R, 3RD FLOOR WANTAGH, NY 11793
Phone: 516-571-7508

2017 APR - 1 PM 3:34
 OFFICE OF THE COUNTY CLERK
 NASSAU COUNTY, NEW YORK

Routing Slip

Department	NIFS Entry: X	26-DEC-17 -- LDIONISIO
Department	NIFS Approval: X	17-JAN-18 -- KARNOLD
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Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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Project #:	35117	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 415,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 415,000.00		TOTAL	\$ 415,000.00

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

Passed by the Rules Committee
Nassau County Legislature
by Vote of 4-8-19
YEAS: 6
NAYS: 0
6

WHEREAS, the County has negotiated an amendment to a personal services agreement with Camp Dresser McKee and Smith in connection with the Environmental Facilities System-Wide SCADA Improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Camp Dresser McKee and Smith.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) Camp Dresser McKee and Smith, a consulting engineering firm having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35117-02C between the County and the Firm, executed on behalf of the County on October 17, 2013 (the "Original Agreement"), the Firm performs certain design and related construction phase services for the County in connection with the Environmental Facilities System-Wide SCADA Improvements, which services are more fully described in the Original Agreement; and

WHEREAS, the term of the Agreement, was from October 17, 2013 through October 16, 2017 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was seven hundred thirteen thousand seven hundred dollars and no cents (\$713,700.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to clarify the payment terms (the "Payment Schedule") of the Original Agreement.

WHEREAS, the County and the Firm desire to amend the Agreement to reflect the agreement of the parties with respect to the matters addressed in this Amendment.

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

1. Amended Term. The term shall be extended for four (4) years, so that the termination date of the Agreement as amended by this Amendment shall be October 16, 2021 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year 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 extension.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by four hundred fifteen thousand dollars and no cents (\$415,000.00), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be one million one hundred twenty-eight

thousand seven hundred dollars and no cents (\$1,128,700.00) (the "Amended Maximum Amount").


3. Payment Terms. The payment terms for the Firms services under the Original Agreement and this Amendment (the "Amended Payment Terms") shall be as described in the attached "Amended Payment Schedule."

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.


{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

CAMP DRESSER MCKEE AND SMITH

By: 
Name: Keith F. Kelly, P.E.
Title: Partner
Date: 7/31/2017

COUNTY OF NASSAU

By: 
Name: BRIAN J. SCHNEIDER
Title: Deputy County Executive
Date: 6/19/19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31st day of July in the year 2017 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Camp Dresser McKee & Smith, the partnership described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of said partnership.


NOTARY PUBLIC

JAYNE CICCONE
Notary Public, State of New York
No. 01C16208389
Qualified in Nassau County
Commission Expires May 18, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of June in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

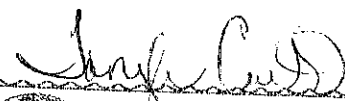


 TANYA L. CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

EXHIBIT B

AMENDED PAYMENT SCHEDULE

Environmental Facilities System-Wide SCADA Needs Assessment and Improvements

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

Needs Assessment Report (Division A) - The Firm shall be paid a total lump sum amount of Ninety-Nine Thousand dollars (\$99,000.00) as full compensation for all services associated with Division A work, as described in Exhibit A.

Detailed Design (Division B) & Construction Related Services (Divisions C, D, & E) - The Firm shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, as full compensation for all services associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The fee percentage will be determined by a straight-line interpolation (the percentage shall be rounded off to two [2] decimal places) between the limits of the net construction costs as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$20,000,000 and above	3.50%
\$15,000,000	4.00%
\$10,000,000	4.50%
\$ 5,000,000 and below	5.50%

The cost of construction shall be established and associated design fee percentage shall be calculated separately for each separate and distinct set of detailed design documents (plans and specifications) developed by the Firm.

Until the actual cost of construction is established by the award of the construction contract(s), the Firm's fee for Divisions B, C, D and E shall be based upon the latest approved construction cost estimate. Any interim adjustments to the estimated construction cost, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

When the actual cost of construction is determined, the total amount paid to the Firm for services regarding Divisions B, C, D and E, shall be adjusted to such actual cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

The Firm's fee for services regarding Divisions B, C, D and E shall be apportioned to each Division as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design (including assist during bidding)	55 %
C. General Inspection Services	35 %
D. Facility Operation and Maintenance Manual	5%
E. Facility Start-Up, Staffing and Training Services	5 %

Partial Payments - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner.

Overtime - 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. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the net total cost of construction shall be the final total cost of the construction contract(s), including extra change order amounts, except that, in computing the total cost of construction the following items shall not be included:

- a. Fees paid to the design firm, design firm subcontractor and construction managers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- d. Work for which the Firm has already been paid such as "Extra Work."

In the event the Firm's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

Extra Services or Additional Costs - If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes 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 a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

- a. For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175) per hour.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175) per hour.



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

January 11, 2017

Christopher A. Korzenko, Principal
Camp Dresser McKee & Smith
60 Crossways Park Drive West, Suite 340
Woodbury, New York 11797

Re: Environmental Facilities System-Wide SCADA Improvements
Extension of Time
Agreement No. S35117-02C

Dear Mr. Korzenko:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional one (1) year. The new expiration date shall now be October 16, 2017.

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Should you have any questions or comments concerning the above, please contact Mr. Joseph L. Davenport, of my staff, at (516) 571-7508.

Very truly yours,

Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓
Joseph LaRosa, Project Manager, CDM Smith

Contract No.: S35117-02CDepartment: Public Works

CFPW13000001

CF (Capital)**Contract Details**

NIFS ID #: _____

NIFS Entry Date: _____

SERVICE:

Term: from Commencement to 3 years

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

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

Agency Information

Vendor	
Name CDM Smith	Vendor ID#
Address 60 Crossways Park West Suite 340 Woodbury, NY 11797	Contact Person Keith F. Kelly
	Phone (516) 496-8400

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Road Building R, 3rd Fl
Phone 516-571-7508

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/10/13		
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/8/13		
	OMB	NIFS Approval <input type="checkbox"/>	1/18/13		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
2/4/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/7/13		
	County Attorney	CA Approval as to form <input type="checkbox"/>	2/10/2011		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/15/13		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	2/20/13		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/12/13		CC 9/4/13
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/25/12		



Contract Summary

Description: Professional services agreement with the consulting firm CDM Smith
Purpose: The Department desires to procure a firm to provide engineering services in regard to the assessment, evaluation and recommendation of supervisory control and data acquisition (SCADA) improvements to the Department's environmental facilities.
Method of Procurement: Request for Proposals (RFP).
Procurement History: A Request for Proposals (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County's website and advertised in <i>Newsday</i> . Technical and separately sealed cost proposals were received from four (4) firms on June 19, 2012. CDM Smith was selected as the highest technically rated firm with the cost proposal that offers the best value.
Description of General Provisions: With varying degrees of automation at the Department's three (3) wastewater treatment plants, fifty-seven (57) sewage pumping stations and seven (7) storm water pumping stations, the Department requires a specialized consultant engineering firm that can provide services and expertise required to standardize the automation systems and provide overall supervisory control of these facilities.
Impact on Funding / Price Analysis: Funding will be made available from capital project number 35117.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>	\$	1	CSW 35117	\$ 713,700.00
Control:	35	County		\$	2		\$
Resp:	117	Federal		\$	3		\$
Object:		State		\$	4	<i>J. Imator 2/7/13</i>	\$
Transaction:		Capital		\$ 713,700.00	5		\$
		Other		\$	6		\$
		TOTAL		\$ 713,700.00	TOTAL		\$ 713,700.00

RENEWAL		Document Prepared By: Joseph L. Davenport		Date: Dec 20, 2012
% Increase		NIFS Certification		County Executive Approval
% Decrease		I certify that this document was accepted into NIFS.		Name <i>[Signature]</i>
		Name <i>[Signature]</i>	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Date <i>2/21/13</i>
		Date <i>9/13/13</i>	Name <i>Sten L. L. L.</i>	(For Office Use Only)
			Date <i>9/12/13</i>	E #:

E-46-13

RULES RESOLUTION NO. 74 2013

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

Passed by the Rules Committee
Nassau County Legislature
Adopted and Passed on 3-4-13
7 yeas 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Camp Dresser McKee and Smith to provide engineering services relating to the assessment, evaluation and recommendation of supervisory control and data acquisition (SCADA) improvements to the Department's environmental facilities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Camp Dresser McKee and Smith.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Camp Dresser McKee and Smith, a consulting engineering firm having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement for the Environmental Facilities System-Wide SCADA Needs Assessment and Improvements consist of the development of a Needs Assessment Report, detailed design and related construction phase services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) Extra Services include but are not limited to the following, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Seven Hundred Thirteen Thousand Seven Hundred dollars and no cents (\$713,700.00).

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original

material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the

terms of Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

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

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

and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

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

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

12. Termination.

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

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

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

of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions

with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally left blank}

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

CAMP DRESSER MCKEE AND SMITH

By: [Signature]
Name: KURT F. KURT
Title: MANAGER
Date: 10/22/12

NASSAU COUNTY

By: [Signature]
Name: Timothy Sullivan
Title: Deputy County Executive
Date: 10/27/13

PLEASE EXECUTE IN BLUE INK

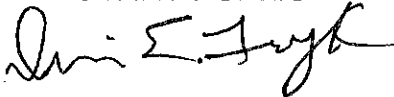
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22 day of October in the year 2012 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of CDM Smith, 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. *John*

NOTARY PUBLIC



DIANE E FEDYK
Notary Public, State of New York
Qualified in Nassau County
No. 01FE6235580
Commission Expires 02/14/2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of October in the year 2013 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2013

EXHIBIT A**DETAILED SCOPE OF SERVICES****Environmental Facilities System-Wide SCADA Needs Assessment and Improvements****Basic Services of the Firm****Division A – Needs Assessment Report**

The Firm shall prepare a Needs Assessment Report that will include, at a minimum, the following:

- Description of existing conditions and associated problems.
- Discussion of possible solutions to problems.
- Recommendation of solution.
- Design criteria/basis for design
- A schedule of anticipated design drawings.
- Outline specifications
- Construction schedule.
- Preliminary construction cost estimate.
- SCADA System Standards:
 - Drawing Standards for control panel layouts, control panel wiring diagrams, System architecture drawings, Piping and Instrumentation Diagrams.
 - PLC Programming Standards
 - HMI Development Standards (Symbols, Colors, etc.)
- SCADA System Maintenance Plan.
 - Hardware Maintenance.
 - Software Maintenance
 - Historical Data Archiving

While other documents may be cited for reference, the Needs Assessment Report must be able to stand on its own as the basis for design. The firm shall submit the report (seven [7] copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (seven [7] copies).

The Needs Assessment Report shall be complete upon the written approval of the Commissioner.

All outputs will be in Word, Autocad and Excel compatible formats. In addition all work will be compatible to the County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

Division B - Detailed Design Services

Upon County approval of the Needs Assessment Report, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates suitable for public bidding.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM, and only if necessary on computer diskettes. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be produced on material suitable for reproduction (either mylar or vellum) in order that the County may make the necessary copies of such drawings. It is understood and agreed that, in addition to the drawings, the Firm shall prepare all necessary technical specifications as part of the construction documents, and deliver the same to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Submit preliminary (40% design completion), draft bid (70% design completion) and pre-bid (100% design completion) plans and specifications for County review (eight [8] sets for each) and approval.
2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 70% and 100% design completion). This final detailed estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare and submit the necessary Environmental Impact Forms.
5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation
– Title V Plant-wide Emission Source Update Submittals
permits, SPDES General Permit-02 for runoff from
construction sites

- b. New York State Environmental Facilities Corp. – Design Checklists, responses to comments, design certifications, etc.
 - c. Nassau County agencies – Fire Marshall and/or Health Department
 - d. Other Local agencies (Towns, Villages...)
- 6. Submit written responses to all County review comments.
- 7. Make periodic site visits as necessary for a complete understanding of the system operation.
- 8. Submittal of mylar or vellum bid plans and a master specification book. The County shall have the required number of sets of bid documents printed without the assistance of the Firm.
- 9. Review all comments and/or questions posed by prospective bidders.
- 10. Prepare all necessary addenda to the contract documents.
- 11. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
- 12. If requested, the Firm will provide copies of any and all design calculations.
- 13. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
- 14. In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

The Firm shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

Division C - General Inspection Services

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

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

- a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

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

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

Fifteen (15) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

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

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned

over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

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

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

1. Start-Up Services.

- a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period
- b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with both the improvements to the Sludge Thickening Facility. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
- e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the new construction work. The Firm shall provide recommendations for upgrading existing record-keeping, checklists

and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.

h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the construction work. This training shall be geared toward the following areas:

- i. Process theory/process control.
- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
- iii. Preventative/corrective maintenance.
- iv. Safety.
- v. Laboratory training.
- vi. "Hands-on" training.

b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.

c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation report for review

and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

EXHIBIT B**PAYMENT SCHEDULE****Environmental Facilities System-Wide SCADA Needs Assessment and Improvements**

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

Needs Assessment Report (Division A) - The Firm shall be paid a total lump sum amount of Ninety-nine Thousand dollars (\$99,000.00) as full compensation for all services associated with Division A work, as described in Exhibit A.

Detailed Design (Division B) & Construction Related Services (Divisions C, D, & E) – The Firm shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, as full compensation for all services associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The fee percentage will be determined by a straight line interpolation (the percentage shall be rounded off to two [2] decimal places) between the limits of the net construction costs as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$20,000,000 and above	3.50%
\$15,000,000	4.00%
\$10,000,000	4.50%
\$ 5,000,000 and below	5.50%

Until the actual cost of construction is established by the award of the construction contract(s), the Firm's fee for Divisions B, C, D and E shall be based upon the latest approved construction cost estimate. An estimated net total construction cost of **\$10,000,000** will be used as the initial basis for progress payments. Any interim adjustments to the estimated construction cost, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

When the actual cost of construction is determined, the total amount paid to the Firm for services regarding Divisions B, C, D and E, shall be adjusted to such actual cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

The Firm's fee for services regarding Divisions B, C, D and E shall be apportioned to each Division as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design (including assist during bidding)	55 %
C. General Inspection Services	35 %
D. Facility Operation and Maintenance Manual	5%
E. Facility Start-Up, Staffing and Training Services	5 %

Partial Payments - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner.

Overtime - 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. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the net total cost of construction shall be the final total cost of the construction contract(s), including extra change order amounts, except that, in computing the total cost of construction the following items shall not be included:

- a. Fees paid to the design firm, design firm subcontractor and construction managers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- d. Work for which the Firm has already been paid such as "Extra Work."

In the event the Firm's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

Extra Services or Additional Costs - If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes 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 a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

- a. For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

EXHIBIT C**LIST OF COUNTY ENVIRONMENTAL FACILITIES****Environmental Facilities System-Wide SCADA Needs Assessment and Improvements**Sewage Treatment Plants

1. Bay Park Sewage Treatment Plant, East Rockaway, NY – Activated Sludge Plant – Capacity 70 MGD*
2. Cedar Creek Water Pollution Control Plant, Wantagh, NY – Activated Sludge Plant- Capacity 72 MGD*
3. Glen Cove Wastewater Treatment Facility, Glen Cove, NY – Activated Sludge Plant– Capacity 5 MGD*

*This Capacity is the SPDES Permitted Capacity

Sewage Pumping Stations – Glen Cove Service Area

1. Shore Road PS-On Shore Rd. between Beverly Rd. & Albin St.
2. Knott Drive PS-Corner of Knott Drive and Ruby Drive
3. Southridge Drive PS-Corner of Southridge Dr. & Mercadante Pl. (behind the houses)
4. Viola Drive/Viola Drive-On Viola Dr. between Laurie Place & Helen Place
5. Franklin Avenue PS-On Franklin Ave., s/o of Dosoris Way, next to a recharge basin
6. Titus Road PS-Corner of Titus Road and Ford Street
7. Central Homes/Meadowfield Lane PS-Corner of Deepdale Ct. and Meadowfield Lane
8. Long Meadow Lane PS-To the west where Longmeadow La. & Lattingtown Rd.
9. Dana's Highway PS-On Dana's Hwy., SE of Pond Rd. (located on the shore)
10. Dock Place PS-On the west side of Dock Place off of Westland Drive
11. Southland Drive PS Drive-On Southland Drive just east of Dairy Drive
12. Glengariff Drive PS-Across the street from Glengariff Dr., on Woods Rd.
13. Hardwood Drive PS-Off of Woolsey Ave., across the street from Hardwood Dr. West
14. Morgan Park/Landing Rd. PS-In the Park (located on Landing Rd. and Germain Street)
15. Garvies Point Road PS-On Garvies Pt. Rd., where the road curves, south of Herhill Rd
16. Woodland Road PS-The end of Woodland Road, by the cul-de-sac
17. Locust Valley PS-Meleny Rd.

Sewage Pumping Stations – Bay Park Service Area

1. Bayview Avenue PS, Inwood ,NY
2. Boden Avenue PS, Valley Stream, NY
3. Doughty Boulevard PS, Inwood, NY
4. East Avenue Ejector Station, Meadowmere Park, NY
5. East Williston Ejector station, East Williston, NY
6. Falmouth Avenue Pump Station, new Hyde Park, NY
7. Felix Court Pump Station, Baldwin, NY
8. Fox Road Pump Station, Baldwin, NY
9. Grand Avenue PS, Baldwin, NY
10. Lido Boulevard PS, Lido Beach, NY

11. Longacre Avenue PS, Woodmere, NY
12. Long Beach Road PS, Oceanside, NY
13. Mill Road PS, Valley Stream, NY
14. Millar Street PS, Oceanside, NY
15. Mott Street PS, Oceanside, NY
16. Northern Boulevard PS, Baldwin, NY
17. Ocean Avenue PS, North Woodmere, NY
18. Roslyn Road PS, Albertson, NY
19. Royal Avenue Ejector Station, Oceanside, NY
20. Stratford South Ejector station, Albertson, NY
21. Woodmere Boulevard PS, Hewlett Neck, NY
22. Inwood Pump Station, Inwood NY
23. Cedarhurst Ave PS., Cedarhurst, NY
24. Causeway Rd PS, Lawrence, NY
25. Lawrence PS, Rock Hall Rd., Lawrence, NY (FUTURE)

Sewage Pumping Stations – Cedar Creek Service Area

1. Newbridge Road Pump Station, Bellmore, NY
2. Wantagh Pump Station, Wantagh, NY
3. Merrick Road Pump Station, Merrick, NY
4. Cedar Drive Pump Station, Massapequa, NY
5. Biltmore Pump Station, Massapequa, NY
6. Alhambra Pump Station, Massapequa, NY
7. East Hills Pump Station, Roslyn Heights, NY
8. Whitewood Pump Station, Massapequa, NY
9. Mallard Road Pump Station, Carle Place, NY
10. Roosevelt Pump Station, Massapequa, NY
11. Ray Street Pump Station, Freeport, NY
12. Bernice Drive Ejection Station, East Meadow, NY
13. Cold Spring Road Pump Station, Syosset, NY
14. Pelican Pond Ejection Station, Syosset, NY
15. Roslyn Village Pump Station, Roslyn Harbor, NY

Storm Water Pumping Stations

1. Nassau Blvd SW PS, Garden City, NY
2. Storm Water Basin No. 73 PS, Muttontown, NY
3. Storm Water Basin No. 121 PS, Floral Park, NY
4. Storm Water Basin No. 123 PS, Herricks, NY
5. Storm Water Basin No. 129 PS, New Hyde Park, NY
6. Cedar Point Lake/Doxey Brook SW PS, Woodmere, NY
7. Storm Water Basin No. 340 PS, Old Bethpage, NY (FUTURE)

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~~ partner of the Contractor is:

Keith F. Kelly (Name)

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

516-496-8400 (Telephone Number)

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

10/22/12
Dated

[Signature]
Signature of Chief Executive Officer Partner *Kell*

Keith F. Kelly
Name of Chief Executive Officer Partner *Kell*

Sworn to before me this

22 day of October, 2012

[Signature]
Notary Public

DIANE E FEDYK
Notary Public, State of New York
Qualified in Nassau County
No. 01FE6235580
Commission Expires 02/14/2015