



Certified: --

E-64-22

Filed with the Clerk of the Nassau County
Legislature on June 1, 2022 12:36pm

NIFS ID: CLPW22000016

Capital: X

Contract ID #: CFPW13000013

NIFS Entry Date: 05/24/2022

Department: Public Works

Service: Amend 6-S35121C-PM Services Wastewater Sandy
Recovery & Repair Project

Term: from 01/01/2024 to 12/31/2025

Contract Delayed:

Slip Type: Amendment		
CRP:		
Time Extension: X		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid: X	State Aid: X
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: Hazen Sawyer/Malcolm Pirnie	ID#:462610083
Main Address: 498 Seventh Avenue New York, NY 10018	
Main Contact: Roger Eisenbarth Contract Specific Contact: maryanne.dioquino@arcadis.com	
Main Phone: (770) 815-7046 Contract Specific Phone: (718) 397-2373	

Department:
Contact Name: Christopher Vella
Address: 3340 Merrick Road Building R, Third Floor Wantagh, NY 11793
Phone: (516) 571-7523
Email: awalsh@hazenandsawyer.com,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cvella@nassaucountyny.gov

Contract Summary

Purpose: Amendment#6. Additional necessary services are required from the firm for the successful completion of Superstorm Sandy recovery projects and to ensure the County maximizes it's Federal and State reimbursement. This amendment consists of three (3) parts: Program Management Services for Sandy Recovery Program and Bay Park Conveyance Project, Design Services for the Hempstead Bay - Hassocks Restoration Project, and Program Management Services for the Long Beach Consolidation Project.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No.

1-1993. The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013.
Procurement History: Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.
Description of General Provisions: Program Management Services for Sandy Recovery Program and Bay Park Conveyance include the Extension of Program Management Services due to COVID related delays and construction sequencing requirements, Conveyance Project Program Management Additional Services related to new SPDES permits for the Bay Park Plant (SSWRF) and Cedar Creek Plant (CCWPCP), Contaminated Soil Disposal Design Services, Biogas Facility Preliminary Design and PM Services, Conveyance Diffuser Rehabilitation Design Services and Conveyance Diffuser Rehabilitation Construction Management Services. Design Services for the Hempstead Bay - Hassocks Restoration Project include the permitting, design and design services during construction. Program Management Services for the Long Beach Consolidation Project include the additional design services to address scope changes requested by the City of Long Beach and DPW operators, and the expansion of scope under the FEMA 406 program, Construction Phase Design Services and the Program Management Additional Services to secure the funding.
Impact on Funding / Price Analysis: Adequate funds are available from the following funding sources: 35121, 3B116 and 35109. Total amendment amount \$41,087,500. See DCE memo for funding synopsis/breakdown.
Change in Contract from Prior Procurement: The Contract will be extended by two (2) years until December 31, 2025. Additional funds are being added in the amount of \$41,087,500. New maximum contract amount \$162,177,097.
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 35121 SAF	03	\$16,915,000.00
						TOTAL		\$41,087,500.00
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 35109 000	17	\$1,098,000.00
						TOTAL		\$41,087,500.00
CD2			00	PWCD2CD2	00003	PWCD2CD2 00003 3B116 004	16	\$10,752,000.00
						TOTAL		\$41,087,500.00
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 35121 SAF	15	\$1,445,000.00
						TOTAL		\$41,087,500.00
CSW			00	PWCSWCSW	00003	PWCSWCSW 00003 35109 000	18	\$10,877,500.00
						TOTAL		\$41,087,500.00

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$29,762,550.00
State	\$11,324,950.00
Capital	\$0.00
Other	\$0.00
Total	\$41,087,500.00

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	05/24/2022 11:03AM	Approved
NIFS Final Approval	Roseann D'Alleva	05/24/2022 12:14PM	Approved
Final Approval	Roseann D'Alleva	05/24/2022 12:14PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	05/24/2022 12:14PM	Approved
Final Approval	Roseann D'Alleva	05/24/2022 12:14PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	05/24/2022 12:23PM	Approved
Approval as to Form	Nick Sarandis	05/24/2022 01:09PM	Approved
NIFS Approval	Daniel Gregware	05/25/2022 10:42AM	Approved
Final Approval	Daniel Gregware	05/25/2022 10:42AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	05/24/2022 02:37PM	Approved
NIFA Approval	Christopher Nolan	05/27/2022 10:33AM	Approved

Final Approval	Christopher Nolan	05/27/2022 10:33AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	05/31/2022 12:46PM	Approved
DCE Compliance Approval	Robert Cleary	05/31/2022 12:46PM	Approved
Vertical DCE Approval	Edward Powers	06/01/2022 09:01AM	Approved
Final Approval	Edward Powers	06/01/2022 09:01AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/01/2022 11:52AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
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 HAZEN & SAWYER/MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, A JOINT VENTURE

WHEREAS, the County has negotiated an amendment to a personal services agreement with Hazen & Sawyer/Malcolm Pirnie, the Water Division of Arcadis, a joint venture in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Hazen & Sawyer/Malcolm Pirnie, the Water Division of Arcadis, a joint venture.

AMENDMENT No. 6

AMENDMENT, dated as of _____, (this “Amendment”), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the “Firm” or the “Contractor”).

W I T N E S S E T H:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the “Original Agreement”) and as amended, the Firm performed certain services for the County in connection with the permanent repair projects associated with the County’s environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”);

WHEREAS, the term of the Original Agreement, and as amended, is from April 1, 2013 through December 31, 2023 (the “Amended Term”);

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendments, as full compensation for the Services, was one hundred and twenty-one million, eighty-nine thousand, five hundred and ninety-seven dollars and no cents (\$121,089,597.00) (the “Amended Maximum Amount”);

WHEREAS, the County and the Contractor desire to extend the Amended Term;

WHEREAS, the County and the Contractor desire to Amend the Original Services and increase the Maximum Amount by forty-one million, eighty-seven thousand, five hundred dollars and no cents (\$41,087,500), such increase is comprised of: (i) twenty-nine million, one hundred and twelve thousand dollars and no cents (\$29,112,000.00) for services pertaining to the Bay Park Storm Upgrade and Bay Park Conveyance Projects; (ii) one million and ninety-eight thousand dollars and no cents (\$1,098,000.00) for services pertaining to the Hempstead Bay-Hassocks Restoration Project; and (iii) ten million, eight-hundred and seventy-seven thousand and five hundred dollars and no cents (\$10,877,500.00) for services pertaining to the Long Beach WPCP Consolidation Project.

WHEREAS, the County and the Contractor desire to refine the Detailed Scope of Services

WHEREAS, the County and the Contractor desire to Amend the Payment Schedule; and


WHEREAS, the County and the Contractor desire to add a Wage Schedule.

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


1. Term Extension. The Term of the Original Agreement shall be extended by two (2) years so that the termination of the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be December 31, 2025. The Department, in its sole discretion, shall have the right to extend this Agreement one (1) year on up to two (2) occasions, delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by twenty-nine million, one hundred and twelve thousand dollars and no cents (\$29,112,000.00) for services pertaining to the Bay Park Storm Upgrade and Bay Park Conveyance Projects, an increase of one million and ninety-eight thousand dollars and no cents (\$1,098,000.00) for services pertaining to the Hempstead Bay-Hassocks Restoration Project, and an increase of ten million, eight-hundred and seventy-seven thousand and five hundred dollars and no cents (\$10,877,500.00) for services pertaining to the Long Beach WPCP Consolidation Project. These increases represent a sum increase in the Maximum Amount of forty-one million, eighty-seven thousand, five hundred dollars and no cents (\$41,087,500), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be one hundred sixty-two million, one hundred and seventy-seven thousand and ninety-seven dollars and no cents (\$162,177,097) (the "Amended Maximum Amount")
3. Updated Scope of Services. The Detailed Scope of Services is amended as per the attached amended Appendix A.
4. Updated Payment Schedule. The Payment Schedule is updated per the attached amended Appendix B.
5. Wage Rate Schedule. The original agreement is amended to insert the attached wage rate schedule in new Appendix D. The purpose of including the wage schedule is to make all wages current and to allow for limited annual increases in actual wage rates.
6. Compliance with Law. Compliance requirements are updated per the attached Appendix C.
7. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

HAZEN AND SAWYER, D. P.C.

By: 
Name: Mark Hanson, P.E.
Title: Vice-President
Date: 5/4/22

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: 
Name: Peter Glus, P.E.
Title: Vice-President
Date: 5/4/22

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the 4th day of May in the year 202² before me personally came Mark Hanson 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 Vice President of Hazen and Sawyer, D.P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

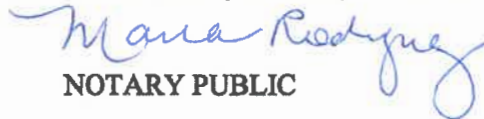
WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 20 25

STATE OF NEW YORK)

Westchester)ss.:

COUNTY OF NASSAU)

On the 4th day of May in the year 202² before me personally came Peter Glus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of Malcolm Pirnie, Water Division of Arcadis, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

MARIA RODRIGUEZ
Notary Public, State of New York
No. 01R06080541
Qualified in Westchester County
Commission Expires September 10, 2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 202_ 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

APPENDIX “A”

AMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County’s interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean\Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under “Resource Library” and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County’s goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer’s Lists
 - 2.2.12 Draft Specifications for Major Items

2.2.13 Calculations Log for Major Design Calculations

- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.
- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County’s Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department’s recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical

issues categorized by project.

- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and

oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.

- 2.20 “Non-Sandy” Capital Project Coordination - To ensure sufficient treatment process units are maintained in-service and available at all times, the firm shall develop detailed construction phasing and sequencing plans to coordinate the hurricane Sandy recovery projects with the County’s existing capital improvement projects. Once developed, the firm shall monitor adherence to the plans and the progress of the work activities.
- 2.21 Daily Full-Time Plant Operations Support - The magnitude of the hurricane Sandy repair projects will necessitate frequent process adjustments and the anticipation of treatment units being periodically out-of-service. Knowing that SPDES permit compliance must be achieved at all times, the firm shall provide a full-time on-site senior wastewater treatment plant operator, with additional experts available as needed. The on-site operations support staff shall develop and implement detailed maintenance of plant operations (MOPO) plans.
- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County’s wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.
- 2.23 Detailed Design Services for Expedited Repair and Mitigation Projects

2.23.1 Bay Park STP Perimeter Flood Protection (Berm) - the firm shall provide detailed design services for the combination earthen berm/concrete flood wall to be constructed around the entire plant perimeter. The berm/flood wall will be the first line of defense for the plant to withstand a future storm/flood event of a similar or greater magnitude as hurricane Sandy. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.2 Bay Park STP Final Settling Tank (FST) Rehabilitation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the final settling tanks. These tanks are a critical component of the plant’s secondary treatment system and should they fail, the plant would likely violate its New York State SPDES permit. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.3 Bay Park STP Electrical Distribution System Improvements - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the plant-wide electrical distribution system. It is of paramount importance to maintain electrical power throughout the plant site to ensure wastewater flow into and through the plant. The failure of the electrical distribution system and resulting shutdown of the raw sewage pumps is a primary reason for the backup/overflow of sewage within residential neighborhoods. Based upon the magnitude of this project and the need to maintain plant operations throughout construction, it shall be implemented in phases. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.4 Dock Place and Southland Drive Pump Station Repair and Mitigation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of two (2) pump stations in the Glen Cove service area, Dock Place and Southland Drive. Both of these pump

stations suffered extensive damage as a result of hurricane Sandy and interim measures have not proved successful in restoring them to reliable operation. Should either/both of these pump stations fail, it would result in sanitary sewer overflows within the local neighborhoods being served. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.5 Bay Park STP Sludge Dewatering Facility Repair and Mitigation Phase I (Demolition) - the firm shall provide detailed design services for the initial phase (demolition) of work associated with the Sludge Dewatering Facility repair and mitigation. The Sludge Dewatering Building was flooded during hurricane Sandy and remains inoperable. The plant currently has in-place a contract for the provision of labor and temporary equipment for the dewatering of digested sludge. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

- 2.24 Fuel Storage and Management System Improvements - The firm shall provide detailed design services for the replacement of the vehicle fueling facility and the installation of fuel management systems for both vehicle fuel storage and fuel oil storage for the primary-source power generators. The vehicle fuel dispensers were flooded and submerged during hurricane Sandy. The dispensers were returned to service through interim repairs but must be replaced for long-term reliable operation. The Department's sewer maintenance and road maintenance staff cannot respond to sewer stoppages or roadway issues in a timely fashion without the ability to keep vehicles fueled and available. Along with the replacement of the dispensers, the fuel storage facilities shall be provided with new fuel management systems to comply with current codes and standards. The JV will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.25 Bay Park STP Effluent Quality Improvement (Nitrogen Reduction) - in developing a sustainable vision for Nassau County's wastewater infrastructure and knowing that the existing outfall location is detrimental to the environmentally sensitive Western Bays, the firm shall provide detailed design services for process improvements necessary for the reduction of nitrogen in the plant effluent. The improvements will include full-scale implementation of the deammonification process for treatment of the sludge dewatering filtrate ("side-stream" treatment) and modifications to the aeration tanks for seasonal biological nitrogen removal (BNR). The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.26 Longacre and Ocean Avenue Pump Stations - To facilitate the immediate replacement of the failing main sewage pumps at the Longacre and Ocean Avenue Pump Stations, the firm will provide detailed specifications and plans for use by plant staff for the direct purchase of new pumps.
- 2.27 Construction Services Office Facilities Design - Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This task includes the design services required for the trailer layout, utilities, etc.
- 2.28 Community Development Block Grant Disaster Recovery (CDBG-DR) Program Technical Assistance - The County has received a substantial grant through the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This grant is in addition to the funds being provided to the County by the Federal Emergency Management Agency. The JV will provide in-house expertise, as well as subcontracting with 3PL Consulting, to assure compliance with the conditions of the CDBG-DR grant program as administered by Governor's Office of Storm Recovery (GOSR).

- 2.29 Design Coordination for Efficiency Improvements (chemical reduction) - the firm will coordinate the scope of the Phase E3 final design effort to provide a power feed for either an Onsite Hypochlorite Generation Facility or new Ultraviolet Disinfection Facility to be constructed in the future.
- 2.30 Engine Generator Facility Assessment - the firm will perform an assessment of the engine generator facility's auxiliary systems in order to determine the modifications required to enable the plant to operate three generators as opposed to the current maximum of two. It will conclude with the preparation of a Technical Memorandum followed by the development of biddable design documents.
- 2.31 Design Services for Temporary and Permanent Site Piping System - the firm will design and prepare bid documents for a temporary aboveground hot water distribution system supplied with hot water from the existing boiler plant to various buildings within the plant site. Additionally, the firm will prepare the preliminary design documents for the complete replacement of the underground hot and chilled water piping systems. A preliminary design package will be prepared for new hot and chilled water underground piping systems and demolition of the existing hot and chilled water systems.
- 2.32 Design Services for Dechlorination Sample Vault Storm Hardening - the firm shall complete final design for the storm hardening of the Outfall Sample Vault (SPDES compliance point) located outside of the Bay Park STP boundary and within Bay County Park adjacent to Hewlett Bay.
- 2.33 Primary Power Utility Coordination - In response to the decision by the County to pursue replacement of onsite power generation with dedicated feeders from PSE&G-LI, the firm will provide design coordination services including but not limited to: PSE&G-LI service contract technical terms negotiation; feeder routing; evaluation of utility load analyses and proposals; and, general meeting and correspondence with PSE&G-LI. Upon the successful negotiation with PSE&G-LI, the firm will proceed with providing final design services for Phase E4 of the Electrical Distribution system upgrades.
- 2.34 Potable and Service (Effluent) Water Systems - the firm will complete a hydraulic assessment of these systems to confirm pressure and flow requirements are sufficient for current and estimated future uses. This evaluation will also confirm the need for a larger water main service line provided by the water utility company.
- 2.35 Aeration Blower Building Design Services - the firm shall provide a preliminary design for a renovated or new blower building and associated revisions to the main process air piping and incorporate into a request for proposal package for final design services by a third party Final Design Engineer (FDE).
- 2.36 Biological Nutrient Removal (BNR) Upgrade Conceptual Design and Program Management Services - Based on studies performed to date, in order to reach the Department's goal of reducing effluent total nitrogen loading by 50% of the current influent nitrogen loading to the facility on a year round basis, the facility would be retrofitted to operate in step-feed BNR mode. Swing zones would be installed within the existing aeration tanks with baffles and mixers to allow the plant to operate with anoxic zones for denitrification and to allow increased aerobic volume flexibility during cold weather operation. The firm will prepare preliminary design documents for the aeration tank and final settling tank modifications, and chemical addition systems. The preliminary design documents will be the basis for a Request for Proposals (RFP) to retain a final design engineer (FDE). The firm will assist in the management and oversight of the FDE.

- 2.37 Bay Park STP Ocean Outfall Program Management – The firm shall provide program management and environmental permitting services for the proposed ocean outfall including: development and issuance of an RFP for environmental samplings, analysis of benthic macroinvertebrates, sediment, water quality, and phytoplankton; development and issuance of an RFP for the ocean outfall design; continued environmental review and permitting assistance during the course of the project; and, program management over selected consultants during design and construction.
- 2.37a Ocean Outfall Effluent Diversion Program Management – The firm shall provide program management services for the design-build effluent diversion project. The firm shall develop RFPs for preliminary design, provide technical oversight over the preliminary designer and design-build team, provide permitting oversight, assist with procurement of the design-build team, provide construction liaisons for the construction phase, and provide startup and training assistance for one year.
- 2.37b Conveyance Project Program Management Additional Services – The firm shall provide additional program management services for the design-build effluent diversion project. The firm shall provide assistance with grant management, assist in implementation of the SPDES permit schedule of improvements and related studies, provide project staffing support, and continue the services provided in 2.37b through the end of the extended project duration.
- 2.38 Long Beach WPCP Conversion Program Management - The firm shall provide program management services for the proposed conversion of the Long Beach WPCP to a pump station and the diversion of wastewater flow to the Bay Park STP, including development and issuance of the RFP for detailed design services and program management over the selected consultant during design and construction.
- 2.38a Austin Blvd Force Main Program Management - The firm shall provide program management services for the Austin Blvd Force Main and Traffic Safety Improvement contracts. For Austin Blvd, the JV shall develop and issue the RFP for detailed design services and program management over the selected consultant during design and construction. The JV will develop and issue the RFP for a construction manager to provide CM services for both projects under a single contract. The JV will provide program management oversight for the CM services.
- 2.38b Long Beach WPCP Program Management Additional Services - The firm shall provide additional program management services for the consolidation project. The firm shall provide assistance with grant management, provide oversight of the collection system pump station mitigation project and the WPCP decommissioning, provide project staffing support, and continue the services provided in 2.38 through the end of the extended project duration.
- 2.39 Bay Park STP Facility-Wide Operations and Maintenance Manual - Upon completion of all capital improvements, Sandy repair and mitigation projects, and proposed process modifications, it will be critical for successful plant operation to have a new fully coordinated facility operations and maintenance (O&M) manual. The facility O&M will incorporate the individual O&M manuals produced for each of the projects, as well as the overall operational strategies developed in cooperation with the plant staff and the firm's process specialists.
- 3.1 Point Lookout Management Services – The firm shall provide program management services for the proposed Point Lookout Sewer Project, including development and issuance of the RFPs for detailed design and construction management services, and program management services over the selected consultants during design and construction.

- 3.2 Effluent Pump Station Facility Upgrade Construction Management Services – The firm shall provide construction management services for the remaining duration of construction contract S35121-12G.
- 3.3 Long Beach WPCP Consolidation Detailed Design Services – The firm shall provide permitting, planning and detailed design services to produce the bid documents for the Pump Station Consolidation and Force Main construction contracts and provide bid and bid analysis services for each contract.
- 3.3a Long Beach WPCP Consolidation Design Additional Services – The firm shall revise the design of the pump station conversion per the requirements of regulators and the plant operator and provide preliminary designs for the flood mitigation of the Long Beach collection system pump stations.
- 3.4 Contaminated Soil Design Services – The firm shall provide bid documents, bid period services, bid analysis and construction phase services for the soil disposal contract S35123-L38H.
- 3.5 Marshland Restoration Design Services – The firm shall provide bid documents, bid period services, bid analysis and construction phase services for the Hempstead Bay – Hassocks Restoration project.
- 3.6 Long Beach WPCP Consolidation DSDC Services – The firm shall provide design services for the construction phase of the Pump Station Consolidation and Force Main construction contracts and provide start up, training and an operations and maintenance manual.
- 4.1 Biogas Facility Preliminary Design/PM Services – The firm shall provide design services to update the prior study performed on biogas alternatives, present a plan for DPW approval, then produce a preliminary design to be incorporated into an RFP for procurement of a final design engineer (FDE). The firm will provide the RFP and oversight of the FDE as Program Manager.
- 4.2 Conveyance Diffuser Rehabilitation Design Services – The firm shall provide design services to furnish bid packages for the cleanout and modification of the ocean outfall for the Conveyance Project. The firm shall provide design and design services during construction for this project.
- 4.3 Conveyance Diffuser Rehabilitation Construction Management Services – The firm shall provide construction management services for the Diffuser Rehabilitation project.

Field Offices and Other Direct Costs – 1) The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc. Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This payment item includes rental costs and the other direct costs required for upkeep and maintenance. Additionally, it has become necessary, based upon the sequence of construction activities that temporary office trailers be provided for the use of plant staff displaced by the recovery construction work. This payment item includes the rental costs; 2) based upon the magnitude of active construction projects and the large number of associated construction workers on-site we believe it prudent to have the JV retain a sub-contractor for site security services. This payment item includes costs associated with providing site security, including a security sub-consultant; 3) to provide detailed photographic documentation of the recovery construction projects, the JV will retain a firm to provide both real time imaging via webcams and

time lapsed photo images of all activities at the Bay Park STP and at the remote collection system pump stations. These digital records will further support the County's reimbursement requests, especially for work which becomes concealed behind walls or buried below ground.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX “B”
AMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed one hundred and sixty-two million, one hundred seventy-seven thousand, and ninety-seven dollars and no cents (\$162,177,097).

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

<u>No.</u>	<u>Task Description</u>	<u>Payment Method</u>	<u>Estimated Cost</u>
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,436
2.3	Construction Planning Services	Multiplier	\$92,279
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,065
2.5	Budgeting	Multiplier	\$208,637
2.6	Scheduling	Multiplier	\$1,803,719
2.7	Permitting/Environmental Review	Multiplier	\$442,055
2.8	Cash Flow Forecasting	Multiplier	\$22,405
2.9	Program Management Information System (PMIS)	Multiplier	\$433,912
2.10	Meetings	Multiplier	\$2,114,132
2.11	Constructability Workshop	Multiplier	\$92,047
2.12	Procurement Services	Multiplier	\$187,874
2.13	Project Administration	Multiplier	\$29,761,106
2.14	FEMA Technical Assistance	Multiplier	\$4,538,139
2.15	Public Relations	Multiplier	\$467,819
2.16	Construction Services	Multiplier	\$35,129,544
2.17	Post-Construction Services	Multiplier	\$78,303
2.18	Regional Planning Assistance	Multiplier	\$953,317
2.19	Pilot Demonstration Project Assistance	Multiplier	\$260,775
2.20	“Non-Sandy” Capital Project Coordination	Multiplier	\$1,160,781
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,453,880
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
2.23.1	Bay Park STP Perimeter Flood Protection (Berm)	Lump Sum	\$3,779,343
2.23.2	Bay Park STP Final Settling Tank (FST) Rehab	Lump Sum	\$126,000
2.23.3	Bay Park STP Electrical Distribution Sys Imprv	Lump Sum	\$10,613,379
2.23.4	Dock Pl and Southland Dr PS Repair & Mit	Lump Sum	\$58,500
2.23.5	Bay Park STP Sludge Dewatering Facility Demo	Lump Sum	\$277,100
2.24	Fuel Storage and Management System Imprv	Lump Sum	\$276,500
2.25	Bay Park STP Effluent Quality Improvement	Lump Sum	\$2,987,490
2.26	Longacre and Ocean Avenue Pump Stations	Lump Sum	\$21,200
2.27	Construction Field Office Design	Lump Sum	\$13,000
2.28	CDBG-DR Program Technical Assistance	Multiplier	\$3,221,633
2.29	Design Coordination for Efficiency Improvements	Lump Sum	\$31,000
2.30	Engine Generator Facility Assessment	Lump Sum	\$177,650
2.31	Design Services Temp & Permanent Piping Sys	Lump Sum	\$814,350
2.32	Design Services for Dechlorination Vault	Lump Sum	\$197,650
2.33	Primary Power Utility Coordination & Design	Lump Sum	\$550,000

2.34	Potable and Service (Effluent) Water Systems	Lump Sum	\$35,000
2.35	Aeration Blower Building Design Services	Lump Sum	\$1,208,000
2.36	BNR Conceptual Design and Prog Mgt	Multiplier	\$865,626
2.37	Bay Park STP Ocean Outfall Prog Mgt	Multiplier	\$5,200,000
2.37a	Diversion Project Prog Mgt	Multiplier	\$3,710,000
2.37b	Diversion Project PM Additional Services	Multiplier	\$8,717,000
2.38	Long Beach WPCP Conversion Prog Mgt	Multiplier	\$1,275,000
2.38a	Austin Blvd Force Main PM Services	Multiplier	-----
2.38b	Long Beach PM Additional Services	Multiplier	\$3,247,000
2.39	Bay Park STP O&M Manual	Lump Sum	\$300,000
3.1	Point Lookout PM Services	Multiplier	\$5,320
3.2	Effluent Pump Station CM Services	Multiplier	-----
3.3	Long Beach WPCP Conversion Design Services	Lump Sum	\$8,451,000
3.3a	Long Beach WPCP Additional Design Services	Lump Sum	\$1,185,500
3.4	Contaminated Soil Design Services	Lump Sum	\$366,000
3.5	Marshland Restoration Design Services	Lump Sum	\$1,098,000
3.6	Long Beach WPCP DSDC Services	Lump Sum	\$6,445,000
4.1	Biogas Facility Design and PM Services	Multiplier	\$1,079,000
4.2	Conveyance Diffuser Rehab Design Services	Lump Sum	\$1,650,000
4.3	Conveyance Diffuser Rehab CM Services	Multiplier	\$385,000
Sub-Total			\$159,697,278
- -	Field Offices		\$2,479,819
Total Cost Ceiling			\$162,177,097

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule shall be submitted for approval as listed in Appendix D. Maximum annual increases are shown within the schedule and may be submitted for approval to the Department. Actual rates shall be submitted unless they exceed the value shown in the table, wherefore the maximum applicable value in the table shall be submitted. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime

work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Seventy-Five (\$275) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services – The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

APPENDIX "C"
AMENDED ADDITIONAL COMPLIANCE REQUIREMENTS

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

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

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

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

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

APPENDIX “D”
WAGE SCHEDULE

Hazen and Sawyer, D.P.C. Wage Schedule

Last Name	First Name	Cur Rat
Abdalla	Youssef	
Alleyne	Gordon	
Alsharif	Mohammad	
Alvarez	Alejandro	
Ansoategui	John	
Atieh	Bryan	
Barrese	Samuel	
Barrett	Kristen	
Bartley	Norman	
Berger	Kelly	
Berhang	Donald	
Bilyk	Katya	
Blate	Micah	
Blute	Nicole	
Bradley	Norman	
Brandt	Paul	
Broadbent	Crystal	
Broder	Michael	
Brown	Christopher	
Brown	Edward	
Brown	George	
Buckley	Joseph	
Camastro	Thomas	
Camilleri	Eliora	
Cantor	Jacob	
Cardona	Martha	
Carroll	Janice	
Casull	Bryan	
Cham	David	
Chu	Irene	
Chung	Rushawn	
Cluff	Stephen	
Cohall	Miah	
Como	Brian	
Copeland	Robert	
Daher	Adel	
Dailey Galst	Sarah	

Last Name	First Name	Curr Rate
Devine	Tim	
Dillon	Cliff	
Diosey	Phyllis	
Dren	Anthony	
Eder	Joanne	
Edwards	Daniel	
Farmer	Joshua	
Farrell	Abigail	
Fitzgerald	Sean	
Fong	David	
Fortin	John	
Frost	Robert	
Ge	Larry	
Gilbert	Justin	
Giordano	Marc	
Goberdhan	Praatap	
Gonzalez	Ana Maria	
Gouchev	Vera	
Griborio	Alonso	
Grijalva	Lynn	
Hanson	Kim	
Hanson	Mark	
Harry	Hewley	
Heegle	Patricia	
Hennesy	James	
Hernandez	David	
Hernandez	Rafael	
Hickey	James	
Hoek	Kathryn	
Irving	Justin	
James	Clifton	
Jao	David	
Jesse	Rosemarie	
Johnson	Nichole	
Jones	Matthew	
Kelly	Eamon	
Khunjar	Wendell	
King	Derrick	
Klecan	Wojciech	
Knowles	Paul	
Lastihenos	Michael	

Last Name	First Name	Curr Rate
Latimer	Ronald	
Laucella	Christopher	
Levin	Viktor	
Levin	Benjamin	
Lewis	Jared	
Lin	Xiao	
Lisk	Bryan	
Luck	Anni	
Maisel	Zoe	
Manzo	Simone	
Markou	George	
Martin	Brian	
Martinez	Jeannette	
Martinez	Lourdes	
Matscherz	Kurt	
McCarthy	James	
McEnerney	Thomas	
McGovern	Kaitlin	
McLamb	William	
Mehrotra	Sandeep	
Melamud	Susan	
Mendez	Diana	
Miller	Joseph	
Mills	Eric	
Moohan	John	
Morrow	James	
Nguyen	Vivi	
Noteboom	Haley	
Nugent	Padriac	
Olatunbosun	Bamitale	
Ordonez	Talia	
Overby	Kevin	
Page	Jayson	
Palmari	Pietro	
Pedenzin	Robert	
Pena	Anthony	
Pepe	Jon	
Perruzza	Joseph	
Perry	Robert	
Peters	Richard	
Phelps	Dennis	

Last Name	First Name	Cu Ra
Phillips	Christopher	
Pitt	Christine	
Pitt	Paul	
Pope	Richard	
Porter	Brian	
Portner	Christopher	
Powell	Richard	
Psaltakis	Emanuel	
Pulido	Katharine	
Ramo	Christopher	
Ratasky	Gerald	
Rivas	Jon	
Robbins	Keith	
Robertson	Seth	
Robison	Mike	
Roeser	Shawn	
Rohrbacher	Joseph	
Roumbas	Christakis	
Sai	Vivek	
Salecker	Bryan	
Samad	Shahriar	
Santoro	Josephine	
Santowasso	Michael	
Saurer	Paul	
Schilling	Michael	
Shah	Mehul	
Shah	Neepa	
Sharp	Robert	
Sheeran	Daniel	
Sherman	Richard	
Sorouch	James	
Stallone	Michael	
Steiger	Bernard	
Supplee	Mark	
Tak	Muhammad	
Tant	Thomas	
Taylor	Robert	
Thompson	Dahlia	
Thunhorst	Christopher	
Tian	Xiaodong	
Tomarch	Vincent	

Last Name	First Name
Van Horne	Matthew
Villarta	David
Walker	Troy
Wallace	Levi
Walsh	Anna
Wang	Tiezheng
Wang	Zheng-Ming
Wankmuller	David
Ward	Kevin
Wells	Ruby
Wendel	Keith
Wilson	Charles
Yancey	Ian
Yi	Christine
Young	Peter
Zakrzewski	Thomas
Zhang	Sean

Arcadis Wage Schedule

Last Name	First Name	C R
Akbas	Ertan	
Allen	Shayla	
Amin	Muhamma d Zeeshan	
Arango	Federico	
Aravinthan	Abhirarmy	
Atkinson	John	
Audi	Robert	
Auerbach	Eric	
Avanzini	Michael	
Bandy	Brian	
Batten III	John	
Baomy	Walter	
Bazydola	Gregory	
Bean	Veronica	
Begay	Susan	
Begum	Ismat	
Bell	Marnie	
Bello	Richard	

Last Name	First Name
Biber	Jonathan
Boesch	Eugene
Bopaiah	Suman
Borja	Richard
Bushlow	Megan
Caglioni	Caroline
Calkins	Lynne
Call	Barbara
Callahan	James
Camarda	David
Carson	Christopher
Castro	Stephanie
Cebe	John
Chambers	Andrew
Chan	Connie
Chen	Jennifer
Chiriyankandath	Joseph
Citrine	Richard
Coleman	Kaitlyn
Constantine	Laura
Curtis	Scott
Danalewich	James
Daniele	Paul
Dave	Hetvi
Dawkins	Errol
Deitz	Roni
Del Bove	Mark
Delzio	Marc
Denzler	Jessica
Dicorso	Paul
Dill	Anthony
Dioquino	Maryanne
Djan	Christine
Do	Khanhtran
Donison	Kori
Dudley	Russell
Eisenbarth	Roger
Eivazi	Robert
Farella	Micah

Last Name	First Name	
Feldman	Steven	
Finck	Brendan	
Flores	Armando	
Fonseca	Fran	
Foster	Carly	
Foster	David	
Gaskill	Kay	
Gilmour	Richard	
Gluberman	Marc	
Glus	Peter	
Griffin	Mary	
Guerriero	Joanne	
Hagarty	Edward	
Hartmann	Ralph	
Hartnett	Christie	
Haynes	Scott	
Henderson	Aaron	
Hinds	Gary	
Hintz	Angela	
Hixon	William	
How	Cindy	
Husband	Joseph	
Irza	John	
Iwaskiw	Joanne	
Jalbert	Russell	
Japra	Subhash	
Jimenez	Rafael	
John	Mary	
Johnson	Trevor	
Jones	Langston	
Kaatz	Joel	
Kara	Sibel	
Kasyouhan an	Arvin	
Keen	Christopher	
Kelley	Lauren	
Ketchum	Corrine	
Ketchum	Paul	
Kimball	Mary	
Klar	Megan	
Kleyman	Jerry	

Last Name	First Name	
Kopera	Aleksander	
Kowalski	Ed	
Kowalski	Ryan	
Krupa	Joseph	
Lagumbay	Randy	
Lai	Anita	
Lancia	Gina	
Lane	Thomas	
Lanzarotta	Eric	
Lenz	Mark	
Levy	Alan	
Long	Michael	
Lowery	Kirk	
Ma	Jessica	
Mahon	Justin	
Marra	Carmine	
Marrone	Joseph	
Martinez Michel	Horacio	
Martins	Denise	
Masotti	Peter	
McCarthy	John	
McDermot t	Gregory	
McDonald	Timothy	
Meister	Robert	
Metzler	Lailani	
Miller	Angela	
Minassian Barakat	Sana	
Minnett	John	
Mitchell	Sean	
Mondello	Michael	
Moore	Gregory	
Morton	Chester	
Neuner	Richard	
Nicholson	Julie	
Novak	Tiffany	
Novelli	Anthony	
Ocharzak	Daniel	
O'Connell	Timothy	
O'Loughlin	Patricia	

Last Name	First Name	C R
Oriola	Michael Joseph	
Osses	Griselle	
Osthues	Gregory	
Paiva Acosta	Valentina	
Papantoni o	Sharon	
Papastathi s	Dennis	
Park	Benjamin	
Partridge	Doug	
Patel	Kirankumar	
Paul	Gregory	
Pena-Lang	Rodrigo	
Penasack	Charles	
Peterson	Paul	
Powers	Brian	
Ramales	Omar	
Rapay	Meghan	
Rapp	Jayme	
Redzepagic	Albina	
Remo	Hazel	
Richardson	John	
Robinson	Thomas	
Rodriguez	Maria	
Rogers	Christopher	
Sajip	Maithili	
Saniee	Annis	
Santora	Frank	
Selvaraj	Akshaya	
Sheeran	Gary	
Shelton	James	
Shrestha	Anjana	
Slim	Suha	
Smith	Heather	
Stankunas	John	
Steed	James	
Stoddard	Ryan	
Stuthers	Carol	
Sue	Christina	
Sullivan	Maureen	

Last Name	First Name	
Superak	Claire	
Tan	Francesca Angela	
Taylor	Veronica	
Tedesco	Salvatore	
Till	Thomas	
Tollens	Anna	
Torres	Raul	
Traynor	Catherine	
Tu	Quyen	
Tymkiw	Peter	
Vail	William	
Vargo	Robert	
Vitale	Vincent	
Wang	Xiaoyi	
Westerhof	Edgar	
Wijsman	Peter	
Wildman	John	
Williams	Jason	
Wollman	William	
Wu	Siyuan	
Zackery	Makida	
Zahradnik	Arthur	
Zeid	Stephen	
Zhao	Haihong	



Nassau County Interim Finance Authority

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

1. Vendor: Hazen Sawyer/Malcolm Pirnie

2. Amount requiring NIFA approval: \$41,087,500.00

Amount to be encumbered: \$41,087,500.00

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: 01/01/2024 to 12/31/2025

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 %	72.4	
State %	0	
County %	27.6	

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:

Amendment#6. Additional necessary services are required from the firm for the successful completion of Superstorm Sandy recovery projects and to ensure the County maximizes its Federal and State reimbursement. This amendment consists of three (3) parts: Program Management Services for Sandy Recovery Program and Bay Park Conveyance Project, Design Services for the Hempstead Bay - Hassocks Restoration Project, and Program Management Services for the Long Beach Consolidation Project.

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
-------------	--------------	---------------------------------

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

05/27/2022

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.

Rosann Delleva

Department Head Signature

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Hazen and Sawyer/Malcolm Pirnie, the Water Division of Arcadis, JV

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

Vendor's EIN or TIN: 46-2610083

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
12/13/2021 09:49:05 AM

Lobbyist Registration and Disclosure Form:
12/13/2021 09:49:17 AM

Business History Form certified:
12/13/2021 09:50:30 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
12/13/2021 09:51:53 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard E. Peters[RPETERS@HAZENANDSAWYER.COM]	11/18/2021 10:46:55 AM
John M. McCarthy[JOHN.MCCARTHY@ARCADIS.COM]	12/13/2021 09:51:26 AM

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

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

CERTIFICATION

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

John M. McCarthy JOHN.MCCARTHY@ARCADIS.COM

Name

JV Principal

Title

Hazen and Sawyer/Malcolm Pirnie, the Water Division of Arcadis, JV

Name of Submitting Entity

12/13/2021 09:53:36 AM

Date

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

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

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

Vendor's EIN or TIN: 132904652

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
01/09/2022 07:38:55 AM

Lobbyist Registration and Disclosure Form:
01/09/2022 07:42:34 AM

Business History Form certified:
12/29/2021 10:59:51 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
12/29/2021 10:57:24 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard E. Peters[RPETERS@HAZENANDSAWYER.COM]	01/09/2022 07:46:28 AM
William Crayon[WCRAYON@HAZENANDSAWYER.COM]	12/29/2021 08:10:49 AM
Ronald L Taylor[RLTAYLOR@HAZENANDSAWYER.COM]	01/04/2022 02:53:44 PM

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

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

CERTIFICATION

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

Richard E. Peters RPETERS@HAZENANDSAWYER.COM

Name

Vice President and Northeast Regional Manager

Title

Hazen and Sawyer, D.P.C.

Name of Submitting Entity

01/09/2022 08:35:59 AM

Date

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Arcadis CE, Inc.

Vendor's Address: 44 South Broadway White Plains NY US 10601

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/08/2022 11:20:25 AM

Lobbyist Registration and Disclosure Form:
02/08/2022 11:20:44 AM

Business History Form certified:
02/08/2022 11:21:00 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/08/2022 11:23:03 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Darren English[DARREN.ENGLISH@ARCADIS.COM]	02/05/2022 12:12:25 PM
John M. McCarthy[JOHN.MCCARTHY@ARCADIS.COM]	02/08/2022 11:21:22 AM
Alexander Rothchild[ALEX.ROTHCHILD@ARCADIS.COM]	02/07/2022 11:48:48 AM

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

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

CERTIFICATION

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

John M. McCarthy JOHN.MCCARTHY@ARCADIS.COM

Name

CEO

Title

Arcadis CE, Inc.

Name of Submitting Entity

02/08/2022 11:24:40 AM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

Dated: 12/13/2021 09:49:05 AM

Vendor: Hazen and Sawyer/Malcolm Pirnie, the Water
Division of Arcadis, JV

Title: JV Principal



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 01/09/2022 07:38:55 AM

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

Title: Vice President and Northeast Regional Manager



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

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

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

Dated: 02/08/2022 11:20:25 AM

Vendor: Arcadis CE, Inc.

Title: CEO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

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

Dated: 12/13/2021 09:49:17 AM

Vendor:

Hazen and Sawyer/Malcolm Pirnie, the
Water Division of Arcadis, JV

Title:

JV Principal

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

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



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 01/09/2022 07:42:34 AM

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

Title: Vice President and Northeast Regional Manager

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

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



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

No Lobbyist

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

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

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

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

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

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

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

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

Dated: 02/08/2022 11:20:44 AM

Vendor: Arcadis CE, Inc.

Title: CEO

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

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

Business History Form

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

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

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

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

Date: 12/13/2021

1) Proposer's Legal Name: Hazen and Sawyer/Malcolm Pirnie, the Water Division of Arcadis, JV

2) Address of Place of Business: 498 Seventh Avenue

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

Country: US

3) Mailing Address (if different): Not Available

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

Country: _____

Phone: (212) 539-7000

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

4) Dun and Bradstreet number: Not Applicable

5) Federal I.D. Number:

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:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

03/01/2013

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

See Attachment A.

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

1 File(s) Uploaded: BHF Attachment A.pdf

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

See Attachment A.

No officers and directors from this company have been attached.

1 File(s) Uploaded: BHF Attachment A.pdf

- iv) State of incorporation (if applicable);

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

0

- vii) Summary of relevant accomplishments

See Attachment A.

1 File(s) Uploaded: BHF Attachment A.pdf

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

- B. Indicate number of years in business.

8

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

NA

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

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

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

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

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

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

CERTIFICATION

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

Name of submitting business: Hazen and Sawyer/Malcolm Pirnie, the Water Division of Arcadis, JV

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

JV Principal
Title

12/13/2021 09:50:30 AM
Date

ATTACHMENT A

Joint Venture Entity Name: The name of the entity is “Hazen and Sawyer/Malcom Pirnie the Water Division of ARCADIS*”, a Joint Venture.

*On September 23, 2015 Malcolm Pirnie, Inc changed its name to Arcadis CE, Inc. The name change was filed with New York State Department of State, Division of Corporations through a Certificate of Amendment of Corporation. Arcadis CE, Inc. is the successor to Malcolm Pirnie, Inc, however to be clear, the legal corporate entity remained unchanged except for the name change. Its federal corporate tax identification number also remained unchanged.

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

Joint Venture Structure: The Parties formed the JV for the Project related to design and construction services, to perform a contract for such services. It is a partnership registered with the Department of the Treasury and files federal and state income tax returns.

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

President	<u> </u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u>12/15/2014</u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis of NY, Inc. - serving as CEO from 01/16/17 to Present

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis of NY, Inc. (not tracked)

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

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

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

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

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

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

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

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

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

See attached.

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

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

See attached.

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.

0 File(s) Uploaded:

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

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

See attachment.

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer/Malcolm Pirnie, the Water Division of
Arcadis, JV

Name of submitting business

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

JV Principal
Title

12/13/2021 09:51:26 AM
Date

Question 11 – Principal Questionnaire Form:

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

Arcadis U.S., Inc., parent company of Arcadis CE, Inc.,

Matter #1

Name of Investigating Government Agency: California Attorney General

Date Initiated: 2/22/17 – 11/31/2017

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

Outcome: The investigation is now concluded.

Matter #2

Name of Investigating Government Agency: Louisiana State Board of Ethics

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

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

Outcome: This matter has been dismissed.

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Became shareholder on January 1, 2001.

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

YES ☒ NO ☐ If Yes, provide details.

For stock receivable.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer/Malcolm Pirnie, the Water Division of
Arcadis, JV

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

JV Principal
Title

11/18/2021 10:46:55 AM
Date

Business History Form

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

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

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

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

Date: 01/01/2022

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

2) Address of Place of Business: 498 Seventh Avenue, 11th Floor

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

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (212) 539-7000

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

4) Dun and Bradstreet number:

5) Federal I.D. Number:

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1951

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

List of shareholders attached.

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

1 File(s) Uploaded: Hazen Officers and Shareholders 1-1-2022.pdf

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

List of officers attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Hazen Officers 1-1-2022.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1300

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

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

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

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

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

B. Indicate number of years in business.

71

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

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

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

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

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

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

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

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

CERTIFICATION

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: Hazen and Sawyer, D.P.C.

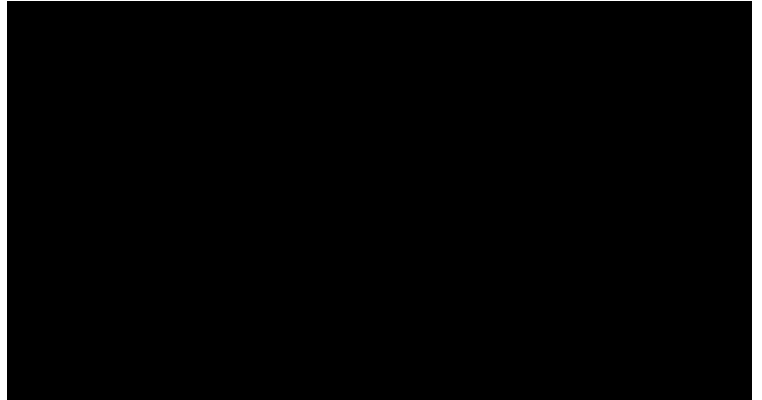
Electronically signed and certified at the date and time indicated by:
Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Vice President and Northeast Regional Manager
Title

12/29/2021 10:59:51 AM
Date

Directors and Corporate Officers

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



Directors and Corporate Officers

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

Shareholders

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

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

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

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

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

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

**CERTIFICATE NUMBER
0016907**



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 498 Seventh Ave
City: New York State/Province/Territory: NY Zip/Postal Code: 10018
Country: US
Telephone: 2125397000

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Became shareholder on Jan 1, 2001.

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

YES ☒ NO ☐ If Yes, provide details.

For stock receivable.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer, D.P.C.

Name of submitting business

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

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Vice President and Northeast Regional Manager

Title

01/09/2022 07:46:28 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 4011 Westchase Boulevard, Suite 500
City: Raleigh State/Province/Territory: NC Zip/Postal Code: 27607
Country: US
Telephone: 9198337152

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: 9197558601

List of other addresses and telephone numbers attached

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

President	01/01/2022	Treasurer	
Chairman of Board	11/03/2021	Shareholder	01/01/2001
Chief Exec. Officer	01/01/2022	Secretary	
Chief Financial Officer		Partner	
Vice President	03/01/2007		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

--	--

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

YES ☐ NO ☒ If Yes, provide details.

[illegible]

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.

[illegible]

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

CERTIFICATION

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

Hazen and Sawyer

Name of submitting business

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

Ronald L Taylor [RLTAYLOR@HAZENANDSAWYER.COM]

President and CEO

Title

01/04/2022 02:53:44 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 77 Newbridge Road
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801
Country: US
Telephone: 2125397077

Other present address(es): 498 Seventh Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10018
Country: US
Telephone: 2125397077

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

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

YES ☒ NO ☐ If Yes, provide details.

Shareholder as of March 12, 2015

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

YES ☒ NO ☐ If Yes, provide details.

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

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Hazen and Sawyer DPC

Name of submitting business

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

William Crayon [WCRAYON@HAZENANDSAWYER.COM]

Chief Financial Officer

Title

12/29/2021 08:10:49 AM

Date

Business History Form

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

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

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

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

Date: 02/08/2022

1) Proposer's Legal Name: Arcadis CE, Inc. (Formerly known as Malcolm Pirnie, Inc.)

2) Address of Place of Business: 44 South Broadway, Suite 1200

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

3) Mailing Address (if different): Same

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

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

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

YES ☒ NO ☐ If yes, please provide details:

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

1 File(s) Uploaded: Nassau County_BH Item 7 Attachment_Shared Locations.pdf

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:

See attached.

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

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

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

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

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

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

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

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

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

See attached. Matters pertain to parent/ owner.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists to the best of our knowledge.

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

No conflict exists to the best of our knowledge.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a

conflict of interest in acting on behalf of Nassau County.

No conflict exists to the best of our knowledge.

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

09/27/1907

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

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

630 Plaza Drive, Suite 200
Highlands Ranch, CO 80129

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

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

See attached.

No officers and directors from this company have been attached.

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

5300

- vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

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

B. Indicate number of years in business.

115

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

See attached.

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

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

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

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

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

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

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

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

CERTIFICATION

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

Name of submitting business: Arcadis CE, Inc.

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

CEO
Title

02/08/2022 04:21:39 PM
Date

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

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

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

OSHA/MSHA Citations

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

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

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

Lessons Learned and Actions:

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

Business History Form: Question 14e)

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

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

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

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

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

Business History Form: Question 14e)

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

Other Citations

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

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

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

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

Business History Form: Question 14e)

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

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

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

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

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

Business History Form: Question 14e)

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

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

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
BIRMINGHAM-AL	Alabama	Birmingham	1728 3rd Avenue North, Suite 300	35203	USA
MOBILE-AL	Alabama	Mobile	1 St. Louis Street, Suite 3600	36602	USA
ANCHORAGE-AK	Alaska	Anchorage	880 H Street, Suite 101	99501	USA
FAIRBANKS-AK	Alaska	Fairbanks	410 2nd Avenue, Suite 206, 2nd floor	99701	USA
CALGARY-ALBERTA	Alberta	Calgary	7326 10th Street NE, Suite 320	T2E 8W1	Canada
CLIFTON-AZ (PROJ)	Arizona	Clifton	430 N. Coronado Blvd.	85533-8086	
PHOENIX-AZ	Arizona	Phoenix	410 N. 44th Street, Suite 1000	85008	USA
LITTLE ROCK-AR (PROJ)	Arkansas	Little Rock	3200 South Shackleford Road, Suite 8	72205	USA
CONCORD-CA	California	Concord	2300 Clayton Road, Suite 400	94520	USA
IRVINE-CA	California	Irvine	320 Commerce, Suite 200	92602	USA
LAKE ELSINORE-CA (PROJ)	California	Lake Elsinore	31900 Mission Trail, Suite 150	92530	USA
LOS ANGELES-CA	California	Los Angeles	445 South Figueroa Street, Suite 3650	90071	USA
MISSION VIEJO-CA (PROJ)	California	Mission Viejo	27405 Puerta Real, Suite 300	92691-6372	
RIVERSIDE-CA	California	Riverside	3600 Lime Street	92501	USA
ROSEVILLE-CA	California	Roseville	101 Creekside Ridge Court, Suite 200	95678	USA
SAN DIEGO-CA	California	San Diego	9620 Chesapeake Drive, Suite 106	92123	USA
SAN FRANCISCO-CA	California	San Francisco	100 Montgomery Street, Suite 300	94104	USA
SAN JOSE-CA	California	San Jose	6296 San Ignacio Ave, Ste C & D	95119	USA
SAN LUIS OBISPO-CA	California	San Luis Obispo	735 Tank Farm Road, Suite 150	93401	USA
SAN RAFAEL-CA	California	San Rafael	100 Smith Ranch Road, Suite 328	94903	USA
SELMA-CA (PROJ)	California	Selma	1775 Park Street, Building 75A	93662	USA
VANDENBERG AFB-CA (PROJ)	California	Vandenberg AFB	200 20th Street, Contractor's Row	93437	USA
HIGHLANDS RANCH-CO	Colorado	Highlands Ranch	630 Plaza Drive, Suite 200	80129	USA

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
MIDDLETOWN-CT	Connecticut	Middletown	213 Court Street, Suite 700	06457	USA
SANDY HOOK-CT	Connecticut	Sandy Hook	75 Glen Road, Suite 305	06482	USA
WILMINGTON-DE	Delaware	Wilmington	824 Market Street, Suite 820	19801	USA
BOYNTON BEACH-FL	Florida	Boynton Beach	1500 Gateway Blvd. Suite 200	33426	USA
JACKSONVILLE-FL	Florida	Jacksonville	1301 Riverplace Blvd., Suite 700	32207	USA
MIAMI - FL	Florida	Miami	701 Waterford Way, Suite 420	33126	USA
ORLANDO-FL (Virtual Office) (formerly Maitland)	Florida	Orlando	1800 Pembroke Drive, Suite 300	32810	USA
PENSACOLA-FL	Florida	Pensacola	1510 Airport Boulevard, Suite 3	32504	USA
PLANTATION-FL (E-SUITE)	Florida	Plantation	150 S. Pine Island Road, Suite 300	33324	USA
SARASOTA-FL (Virtual Office)	Florida	Sarasota	1990 Main Street, Suite 750	34236	USA
TALLAHASSEE-FL	Florida	Tallahassee	1705 Metropolitan Blvd., Suite 101	32308	USA
TAMPA-FL	Florida	Tampa	4300 West Cypress Street, Suite 450	33607	USA
ATLANTA-GA	Georgia	Atlanta	2839 Paces Ferry Road, Suite 900	30339	USA
AUGUSTA-GA	Georgia	Augusta	1450 Greene Street, Suite 220	30901-5201	USA
HONOLULU-HI (E-SUITE)	Hawaii	Honolulu	7 Waterfront Plaza, 500 Ala Moana Blvd., Suite 400	96813	USA
SODA SPRINGS-ID (PROJ)	Idaho	Soda Springs	95 East Hooper Ave., Room 4	83276	USA
CHICAGO-IL	Illinois	Chicago	200 South Michigan Ave., Suite 2000	60604	USA
HOFFMAN ESTATES-IL	Illinois	Hoffman Estates	2800 West Higgins Road, Suite 1000	60169	USA
FT. WAYNE-IN (E-SUITE)	Indiana	Fort Wayne	111 West Berry Street, Suite 211	46802	USA
INDIANAPOLIS-IN	Indiana	Indianapolis	150 West Market Street, Suite 728	46204	USA
INDIANAPOLIS-IN (PROJ)	Indiana	Indianapolis	420/422 E. 28th Street	46205	USA
LENEXA-KS	Kansas	Lenexa	875 Rosehill Road, Roseville Office Park 1, Suite 350	66215	USA
LEXINGTON-KY	Kentucky	Lexington	2424 Harrodsburg Road, Suite 203	40503	USA
LOUISVILLE-KY (E-SUITE)	Kentucky	Louisville	9850 Von Allmen Court, Suite 201	40241	USA
BATON ROUGE-LA	Louisiana	Baton Rouge	10352 Plaza Americana Drive	70816	USA
METAIRIE-LA	Louisiana	Metairie	3850 N Causeway Blvd., Suite 990	70002	USA
NEW ORLEANS-LA (E-SUITE)	Louisiana	New Orleans	201 St. Charles Ave., Suite 2500	70170	USA
PORTLAND-ME	Maine	Portland	482 Congress Street, Suite 501	04101	USA
BALTIMORE-MD (PROJ)	Maryland	Baltimore	901 South Bond Street, Suite 200	21231	USA
HANOVER-MD	Maryland	Hanover	7550 Teague Road, Suite 210	21076	USA

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
LANDOVER-MD (PROJ)	Maryland	Landover	8201 Corporate Drive, Metro Plex II, Suite 280	20785	USA
LAUREL-MD	Maryland	Laurel	14900 Sweitzer Lane, Suite 201	20707	USA
BRAINTREE-MA	Massachusetts	Braintree	30 Braintree Hill, Suite 105	02184	USA
WAKEFIELD-MA	Massachusetts	Wakefield	500 Edgewater Drive, Suite 511	01880	USA
DETROIT-MI	Michigan	Detroit	607 Shelby Street, Suite 400	48226	USA
LANSING-MI	Michigan	Lansing	300 South Washington Square, Suite 315	48933	USA
NOVI-MI	Michigan	Novi	28550 Cabot Drive, Suite 500	48377	USA
MINNEAPOLIS-MN	Minnesota	Minneapolis	123 North Third Street, Suite 705	55401	USA
RIDGELAND-MS (Virtual Office)	Mississippi	Ridgeland	1000 Highland Colony Parkway, Bldg. 5000, Suite 5203	39157-2079	USA
BUTTE-MT (PROJ)	Montana	Butte	17 South Main Street, 1st Floor	59701	USA
CHOTEAU-MT (PROJ)	Montana	Choteau	17 1st Street, NW	59422	USA
HELENA-MT	Montana	Helena	46 North Last Chance Gulch, Suite 2A	59601	USA
ELKO-NV (Virtual Office)	Nevada	Elko	275 3rd Street, PO Box 1674	89803	USA
LAS VEGAS-NV	Nevada	Las Vegas	1140 North Town Center Drive, Suite 320	89144	USA
RENO-NV	Nevada	Reno	575 Double Eagle Court, Suite 200	89521	USA
CARTERET-NJ (PROJ)	New Jersey	Carteret	63 Washington Ave., 1st Floor	07008	USA
EAST WINDSOR-NJ	New Jersey	East Windsor	50 Millstone Road, Bldg. 200, Suite 220	08520	USA
FAIR LAWN-NJ	New Jersey	Fair Lawn	17-17 Route 208 North, Suite 290 West	07410	USA
HILLSBOROUGH-NJ	New Jersey	Hillsborough	1 Harvard Way, Suite 5	08844	USA
BRONX-NY (PROJ)	New York	Bronx	3660 Jerome Ave.	10467	USA
BUFFALO-NY	New York	Buffalo	50 Fountain Plaza, Suite 600	14202	USA
CLIFTON PARK-NY	New York	Clifton Park	855 Route 146, Suite 210	12065	USA
MELVILLE-NY	New York	Melville	Two Huntington Quadrangle, Suite 1S10	11747	USA
MELVILLE-NY (PROJ)	New York	Melville	25 Melville Park Road	11747	USA
NEW YORK CITY-NY	New York	Long Island City	27-01 Queens Plaza North, Suite 800	11101	USA
ROCHESTER-NY	New York	Rochester	100 Chestnut Street, Suite 1020	14604	USA
SYRACUSE-NY	New York	Syracuse	110 West Fayette Street, Suite 300	13202	USA
WHITE PLAINS-WP	New York	White Plains	44 South Broadway, Suite 1200	10601	USA
CHARLOTTE-NC	North Carolina	Charlotte	3420 Toringdon Way, Suite 102	28277	USA

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
DURHAM-NC	North Carolina	Durham	4915 Prospectus Drive, Suite G	27713	USA
GREENSBORO-NC	North Carolina	Greensboro	7029 Albert Pick Road, Suite 101	27409	USA
RALEIGH-NC	North Carolina	Raleigh	Wade I, 5420 Wade Park Blvd., Suite 350	27607	USA
HALIFAX-NS	Nova Scotia	Middle Sackville	1933 Sackville Drive	B4E 3B1	Canada
AKRON-OH	Ohio	Akron	222 South Main Street, Suite 200	44308	USA
CINCINNATI-OH	Ohio	Cincinnati	4665 Cornell Road, Suite 200	45241	USA
CLEVELAND-OH	Ohio	Cleveland	1111 Superior E. Ste. 1300	44114	USA
COLUMBUS-OH	Ohio	Columbus	100 E Campus View Blvd, Suite 230	43235-1447	USA
TOLEDO-OH	Ohio	Toledo	One SeaGate, Suite 700	43604	USA
TULSA-OK	Oklahoma	Tulsa	5100 East Skelly Drive, Suite 400	74135	USA
OTTAWA-ON	Ontario	Ottawa	1050 Morrison Drive, Suite 201	K2H 8K7	Canada
PORT HOPE-ON	Ontario	Port Hope	4035 Lakeshore Road	L1A 3V7	Canada
RICHMOND HILL-ON	Ontario	Richmond Hill	121 Granton Drive, Suite 12	L4B 3N4	Canada
PORTLAND-OR	Oregon	Portland	111 SW Columbia Street, Suite 670	97201	USA
BURGETTSTOWN-PA (PROJ)	Pennsylvania	Burgettstown	2038 Smith Township State Road, Suite 1	15021	USA
LANGELOTH-PA (PROJ)	Pennsylvania	Langeloth	2038 Smith Township State Road	15054	USA
NEWTOWN-PA	Pennsylvania	Newtown	10 Friends Lane, Suite 100	18940	USA
PHILADELPHIA-PA	Pennsylvania	Philadelphia	1600 Market Street, Suite 1810	19103	USA
WEXFORD-PA	Pennsylvania	Wexford	6041 Wallace Road Extension, Suite 300	15090	USA
GUAYNABO-PR	Puerto Rico	Guaynabo	48 City View Plaza 1, Suite 401, Road 165, Km 1.2	00968	USA
MONTREAL-QC	Quebec	Longueuil	825 Boulevard Guimond, Suite 110	J4G 2M7	Canada
EAST GREENWICH-RI	Rhode Island	East Greenwich	2240 S. County Trail, Suite 5	02818	USA
SASKATOON-SK (E-SUITE)	Saskatchewan	Saskatoon	105-111 Research Drive	S7N 3R2	Canada
GREENVILLE-SC	South Carolina	Greenville	10 Patewood Drive, Suite 375	29615	USA
CHATTANOOGA-TN	Tennessee	Chattanooga	1210 Premier Drive, Suite 200	37421	USA
KNOXVILLE-TN	Tennessee	Knoxville	11400 Parkside Drive, Suite 410	37934	USA
NASHVILLE-TN	Tennessee	Nashville	501 Union Street, Suite 600E	37219	USA

LOCATION	ST/Prov	City	ADDRESS	ZIP	Country
AUSTIN-TX	Texas	Austin	98 San Jacinto Blvd., 4th Floor, Suite 414	78701	USA
CORPUS CHRISTI-TX	Texas	Corpus Christi	711 North Carancahua Street, Suite 904	78401-0574	USA
DALLAS-TX	Texas	Dallas	12400 Coit Road, Suite 1200	75251	USA
EL PASO-TX	Texas	El Paso	401 E Main Street Suite 400	79901	USA
FT. WORTH-TX (E-SUITE)	Texas	Fort Worth	420 Throckmorton Street, Suite 200	76102	USA
HOUSTON-TX	Texas	Houston	10205 Westheimer Road, Suite 800	77042	USA
MIDLAND-TX	Texas	Midland	1004 North Big Spring Street, Suite 121	79701	USA
SAN ANTONIO-TX (Virtual Office)	Texas	San Antonio	1777 NE Loop 410 Suite 600	78217	USA
SALT LAKE CITY-UT (E-SUITE)	Utah	Salt Lake City	2150 South 1300 East, Suite 500	84106	USA
ARLINGTON-VA	Virginia	Arlington	4301 N. Fairfax Drive, Suite 530	22203	USA
BLUEFIELD-VA	Virginia	Bluefield	111 Sanders Lane Units D & E	24605-9278	USA
NEWPORT NEWS-VA	Virginia	Newport News	701 Town Center Drive, Suite 600	23606-4296	USA
RICHMOND-VA	Virginia	Richmond	9954 Mayland Drive, Suite 2400	23233	USA
VIRGINIA BEACH-VA	Virginia	Virginia Beach	295 Bendix Road, Suite 240	23452	USA
SEATTLE-WA	Washington	Seattle	1100 Olive Way, Suite 800	98101	USA
MILWAUKEE-WI	Wisconsin	Milwaukee	126 North Jefferson Street, Suite 400	53202	USA
CASPER-WY (PROJ)	Wyoming	Casper	111 Star Lane	82604	USA



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

Arcadis CE, Inc. is 100% owned by Arcadis U.S., Inc.

(the following entities are owned by Arcadis U.S., Inc. parent to Arcadis of

Name of Entity	ADDRESS
Arcadis of New York, Inc.	110 West Fayette St. Suite 300 Syracuse, NY 13202
Arcadis Central AM Holdings, LLC	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
Arcadis Corporate Services, Inc.	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
Arcadis FieldTech Solutions, LLC	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
Arcadis G&M of Ohio, Inc.	One Seagate, Suite 700 Toledo, OH 43604
Arcadis of Michigan, LLC	28550 Cabot Dr., Suite 500 Novi, MI 48377
Construction Dynamics Group, Inc.	7550 Teague Rd., Suite 210 Hanover, MD 21076
E2 ManageTech, Inc.	320 Commerce St. Suite 320 Irvine, CA 92602
Lawson, Noble & Webb, Inc.	2081 Vista Parkway West Palm Beach, FL 33441
Lewis & Zimmerman Associates, Inc.	7550 Teague Rd., Suite 210 Hanover, MD 21076
LFR Holding Corporation	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
LFR Inc.	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
PinnacleOne, Inc.	410 N. 44th Street, Suite 1000 Phoenix, AZ 85008
Reese, Macon and Associates, Inc.	630 Plaza Drive Suite 200 Highlands Ranch, CO 80129
RISE International, LLC	200 South Michigan Ave., Suite 200 Chicago, IL 60604

Question 13 - Business History Form:

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

Arcadis U.S., Inc., parent company of Arcadis CE, Inc.,

Matter #1

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

Date Initiated: 10/31/16

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

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

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

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

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

CONFIDENTIAL

Question 13 - Business History Form:

Matter #2

Name of Investigating Government Agency: California Attorney General

Date Initiated: 2/22/17 – 11/31/2017

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

Outcome: The investigation is now concluded.

Matter #3

Name of Investigating Government Agency: Louisiana State Board of Ethics

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

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

Outcome: This matter has been dismissed.

Question Aiii - Business History Form

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

****Any entity names with an "***" indication are pending director(s) and/or officer(s) appointments or reappointments at this time. An updated Officer & Director Listing will be posted as soon as the appointments are confirmed.**

Officer & Director Listing*



***This is the list of elected and appointed directors and corporate officers for licensing and registration purposes of this entity.**

Updated & Posted: 01/10/2022

Listed by Entity	City	State/Ctry	Role	Director	License
ARCADIS CE, INC. (F/K/A MALCOLM PIRNIE, INC.)**					
Alexander Rothchild	Braintree	MA	Chief Operating Officer	X	
John M. McCarthy	White Plains	NY	Chief Executive Officer Chairman & President	X	PE-NY
Darren J. English	Highlands Ranch	CO	Chief Financial Officer		
James Martinez	White Plains	NY	Executive Vice President		
Aren L. Fairchild	Chicago	IL	Secretary		
Anita Luten-Bellin	Los Angeles	CA	Treasurer		
Stephanie M. Kolb	Philadelphia	PA	Assistant Secretary		
Kimberly A. Lasnicki	Syracuse	NY	Assistant Secretary		
James Callahan	White Plains	NY	Assistant Secretary		

ARCADIS AT A GLANCE

Outcomes that improve quality of life,
safely and sustainably

YOUR NEEDS ARE AT THE HEART OF ALL WE DO.

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

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

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



INFRASTRUCTURE

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



ENVIRONMENT

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



WATER

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



BUILDINGS

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

NORTH AMERICA



6,000+
staff



>120
offices

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

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

Best Management Consulting Firms (Forbes)

Leading provider of digital EHS services (Verdantix)

COLLABORATING WITH YOU TO CREATE A BETTER TOMORROW – TODAY



ICONIC PROJECTS

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



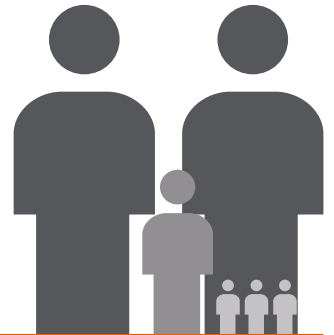
BEST PEOPLE

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



EXCEPTIONAL HEALTH & SAFETY

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



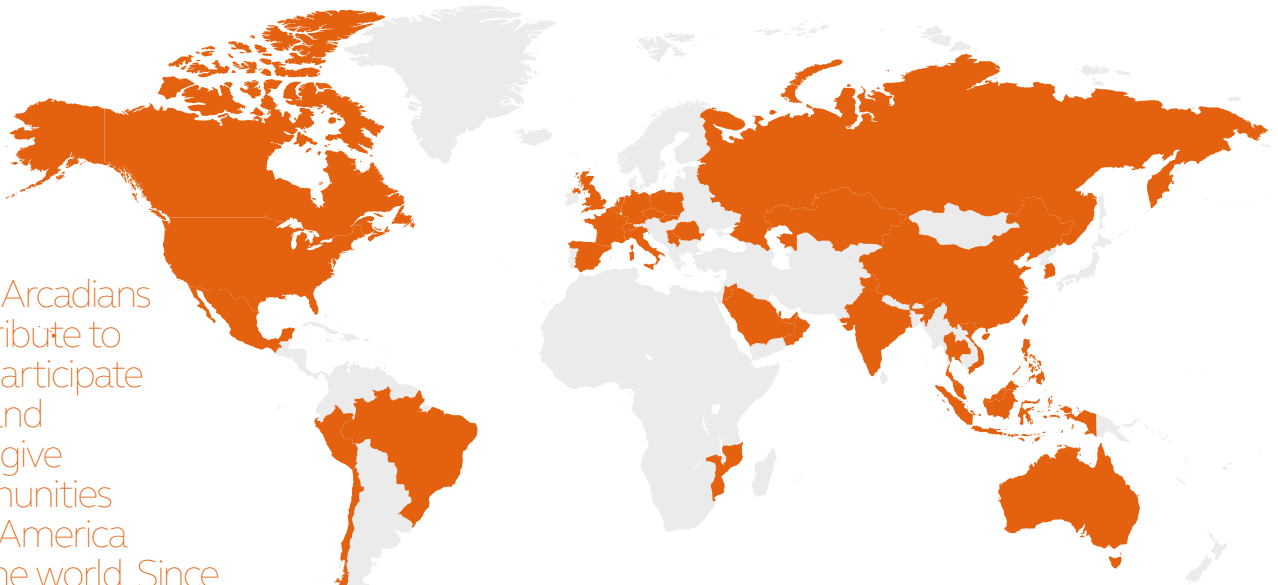
27,000+
staff

WORLDWIDE

70
countries

Arcadis.
Improving quality of life.

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



CONNECT WITH US:

 www.arcadis.com

 Arcadis

 Arcadis North America

 @ARCADIS_US

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

President	<u>12/01/2021</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>12/15/2014</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis of New York, Inc. - serving as CEO from 01/16/17 to Present

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis of New York, Inc. (not tracked)

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

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

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

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

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

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

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

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

0 File(s) Uploaded:

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

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

See attachment.

1 File(s) Uploaded: REVISED Nassau County PQF - Question 11- ALL.pdf

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

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

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

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

Due to an oversight, FY 2019 New York State Taxes were delayed, however, were immediately submitted as soon as the matter was identified.

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

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

CERTIFICATION

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

Arcadis CE, Inc.

Name of submitting business

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

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

CEO

Title

02/08/2022 11:21:22 AM

Date

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

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

- 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 suspended/temporary – matter involves affiliated entities, Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc.

Summary: The matter involved a bid being submitted to the Dormitory Authority of New York by Arcadis of New York, Inc. A temporary suspension from bidding/working on public contracts in NYS due to the firm's insurance company, XL Insurance America's, failure to report to the state that companies affiliated to Arcadis of New York, Inc. carried the needed NYS Worker's Compensation Insurance. Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc. did have the needed insurance however, were not reported to the state due to an administrative error by the insurance carrier. The carrier immediately corrected this oversight and notified the New York State Workers' Compensation Board that Arcadis FieldTech Solutions, LLC and Arcadis Corporate Services, Inc.'s held the needed insurance and the suspension was removed. Arcadis of New York, Inc. was able to move forward with bidding on the project.

Question 11 – Principal Questionnaire Form:

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

[REDACTED]

Arcadis U.S., Inc., parent company of Arcadis CE, Inc.,

Matter #1

[REDACTED]

Matter #2

[REDACTED]

Matter #3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address:		630 Plaza Drive Suite 200	
City:	Highlands Ranch	State/Province/Territory:	CO Zip/Postal Code: 80129
Country	US		
Telephone:	720-344-3500		

Other present address(es): None

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

Country: _____

Telephone: _____

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer	09/04/2018	Partner	
Vice President			
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis U.S., Inc.- CFO 9/4/18- 12/1/21

See attachment.

1 File(s) Uploaded: Nassau County PQF- Question 5 DE.pdf

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis U.S., Inc.- CFO 9/4/18- 12/1/21

Arcadis of New York, Inc.

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

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

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

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

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

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

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

0 File(s) Uploaded:

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

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

See attached.

1 File(s) Uploaded: REVISED Nassau County PQF - Question 11- ALL.pdf

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

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

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

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

Due to an oversight, FY 2019 New York State Taxes were delayed, however, were immediately submitted as soon as the matter was identified.

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

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

CERTIFICATION

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

Arcadis CE, Inc.

Name of submitting business

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

Darren English [DARREN.ENGLISH@ARCADIS.COM]

Chief Financial Officer

Title

02/05/2022 12:12:25 PM

Date

PQF Question #5 for Darren English: Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire?

Type	Entity Name	Entity EIN 	Address Line 1	Address Line 2	City	State	Zip Code	Telephone Number	Title	Date Served From
Officer	Arcadis of New York, Inc.		One Lincoln Center	110 West Fayette St., Suite 300	Syracuse	New York	13202	3156719132	CFO	9/4/2018
Officer	Arcadis Central AM Holdings, LLC		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	CFO	9/4/2018
Officer	Arcadis Corporate Services, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	Arcadis FieldTech Solutions, LLC		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	Arcadis CE, Inc.		44 South Broadway, Suite 1200		White Plains	New York	10601	9145892824	CFO	9/4/2018
Officer	Arcadi of Michigan, LLC		28550 Cabot Drive, Suite 500		Novi	Michigan	48377	2489942240	Treasurer	9/4/2018
Officer	Construction Dynamics Group, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	E2 ManageTech, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	Lawson, Noble & Webb, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	LFR Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Treasurer	9/4/2018
Officer	Lewis & Zimmerman Associates, Inc.		7550 Teague Rd., Suite 210		Hanover	Maryland	21076	4103811990	Treasurer	9/4/2018
Officer	Reese Macon & Associates, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	CFO/Treasurer	9/4/2018
Officer	Rise International, LLC		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Manager/Director	9/4/2018

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

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

- 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 suspended/temporary – matter involves affiliated entities, Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc.

Summary: The matter involved a bid being submitted to the Dormitory Authority of New York by Arcadis of New York, Inc. A temporary suspension from bidding/working on public contracts in NYS due to the firm's insurance company, XL Insurance America's, failure to report to the state that companies affiliated to Arcadis of New York, Inc. carried the needed NYS Worker's Compensation Insurance. Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc. did have the needed insurance however, were not reported to the state due to an administrative error by the insurance carrier. The carrier immediately corrected this oversight and notified the New York State Workers' Compensation Board that Arcadis FieldTech Solutions, LLC and Arcadis Corporate Services, Inc.'s held the needed insurance and the suspension was removed. Arcadis of New York, Inc. was able to move forward with bidding on the project.

Question 11 – Principal Questionnaire Form:

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

[REDACTED]

Arcadis U.S., Inc., parent company of Arcadis CE, Inc.,

Matter #1

[REDACTED]

Matter #2

[REDACTED]

Matter #3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

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

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

List of other addresses and telephone numbers attached

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

President	<u>06/08/2020</u>	Treasurer	<u> </u>
Chairman of Board	<u> </u>	Shareholder	<u> </u>
Chief Exec. Officer	<u> </u>	Secretary	<u> </u>
Chief Financial Officer	<u> </u>	Partner	<u> </u>
Vice President	<u> </u>		
(Other)	<u> </u>		

Type	Description	Start Date
Other	Chief Operating Officer	12/01/2021

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis U.S. Inc. CEO/ Director- 6/3/20-12/1/21

See attachment.

1 File(s) Uploaded: Nassau County PQF- Question 5 AR.pdf

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

YES ☒ NO ☐ If Yes, provide details.

Arcadis U.S. Inc.- CEO/ Director

Arcadis of New York, Inc.- President

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

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

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

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

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

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

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

See attached.

1 File(s) Uploaded: Nassu County PQF - Questions 7C and 7D ALL.pdf

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

0 File(s) Uploaded:

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

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

See attachment.

1 File(s) Uploaded: REVISED Nassau County PQF - Question 11- ALL.pdf

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

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

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

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

Due to an oversight, FY 2019 New York State Taxes were delayed, however, were immediately submitted as soon as the matter was identified.

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

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

CERTIFICATION

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

Arcadis CE, Inc.

Name of submitting business

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

Alexander Rothchild [ALEX.ROTHCHILD@ARCADIS.COM]

Chief Operating Officer

Title

02/07/2022 11:48:48 AM

Date

PQF Question #5 for Alexander Rothchild: Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire?

Type	Entity Name	Entity EIN ⓘ	Address Line 1	Address Line 2	City	State	Zip Code	Telephone Number	Title	Date Served From
Officer	Arcadis North America, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	President/Director	6/3/2020
Officer	Arcadis FieldTech Solutions, LLC		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	Manager/Director	1/7/2020
Officer	Lewis & Zimmerman Associates, Inc.		7550 Teague Rd., Suite 210		Hanover	Maryland	21076	5103811990	Executive VP/Director	6/3/2020
Officer	Reese Macon & Associates, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	CEO/Director	6/3/2020
Officer	Lawson, Noble & Webb, Inc.		2081 Vista Parkway		West Palm Beach	Florida	33411	5616977000	CEO/President	6/3/2020
Officer	LFR Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	President/Director	6/3/2020
Officer	Arcadis Corporate Services, Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	President	6/3/2020
Officer	Arcadis CE, Inc.		44 South Broadway, Suite 1200		White Plains	New York	10601	9146412587	COO/Director	6/3/2020
Officer	Arcadis U.S., Inc.		630 Plaza Drive, Suite 200		Highlands Ranch	Colorado	80129	3156719132	CEO/Director	6/3/2020
Officer	Arcadis of New York, Inc.		110 West Fayette St., Suite 300		Syracuse	New York	13202	3156719132	President	6/8/2020

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

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

- 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 suspended/temporary – matter involves affiliated entities, Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc.

Summary: The matter involved a bid being submitted to the Dormitory Authority of New York by Arcadis of New York, Inc. A temporary suspension from bidding/working on public contracts in NYS due to the firm's insurance company, XL Insurance America's, failure to report to the state that companies affiliated to Arcadis of New York, Inc. carried the needed NYS Worker's Compensation Insurance. Arcadis FieldTech Solutions, Inc. and Arcadis Corporate Services, Inc. did have the needed insurance however, were not reported to the state due to an administrative error by the insurance carrier. The carrier immediately corrected this oversight and notified the New York State Workers' Compensation Board that Arcadis FieldTech Solutions, LLC and Arcadis Corporate Services, Inc.'s held the needed insurance and the suspension was removed. Arcadis of New York, Inc. was able to move forward with bidding on the project.

Question 11 – Principal Questionnaire Form:

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

[REDACTED]

Arcadis U.S., Inc., parent company of Arcadis CE, Inc.,

Matter #1

[REDACTED]

Matter #2

[REDACTED]

Matter #3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

COUNTY OF NASSAU

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

1. Name of the Entity: Hazen and Sawyer/Malcolm Pirnie, the Water Division of Arcadis, JV

Address: 498 Seventh Avenue

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

Country: US

2. Entity's Vendor Identification Number:

3. Type of Business: Joint Venture (specify)

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

First Name	<u>Richard</u>				
Last Name	<u>Peters</u>				
MI	<u>E</u>	Suffix	<u> </u>		
Address	<u> </u>				
City	<u> </u>	State/Province/Territory:	<u> </u>	Zip/Postal Code:	<u> </u>
Country	<u>US</u>				
Position	<u>JV Principal</u>				

First Name	<u>John</u>				
Last Name	<u>McCarthy</u>				
MI	<u> </u>	Suffix	<u> </u>		
Address	<u> </u>				
City	<u> </u>	State/Province/Territory:	<u> </u>	Zip/Postal Code:	<u> </u>
Country	<u>US</u>				
Position	<u>JV Principal</u>				

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

If none, explain.

Arcadis CE, Inc. Hazen and Sawyer, DPC

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

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

Dated: 12/13/2021 09:51:53 AM

Title: JV Principal

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

COUNTY OF NASSAU

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

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

Address: 498 Seventh Avenue, 11th Floor

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

Country: US

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

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

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

1 File(s) uploaded Hazen Officers and Shareholders 1-1-2022.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.

Please see attached listing.

1 File(s) uploaded Hazen Officers and Shareholders 1-1-2022.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.

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Richard E. Peters [RPETERS@HAZENANDSAWYER.COM]

Dated: 12/29/2021 10:57:24 AM

Title: Vice President and Northeast Regional Manager

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

Directors and Corporate Officers

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

Shareholders

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: Arcadis CE, Inc. (Formerly known as Malcolm Pirnie, Inc.)

Address: 44 South Broadway, Suite 1200

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10601

Country: US

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

3. Type of Business: Other (specify) Corporation

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

1 File(s) uploaded 04_ACE_BoD.pdf

First Name John
 Last Name McCarthy
 MI _____ Suffix _____
 Address [REDACTED]
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
 Country US
 Position CEO

First Name Alexander
 Last Name Rothchild
 MI _____ Suffix _____
 Address [REDACTED]
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
 Country US
 Position COO

First Name Darren
 Last Name English
 MI _____ Suffix _____
 Address [REDACTED]
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
 Country US
 Position Chief Financial Officer

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

If none, explain.

Arcadis U.S., Inc. (100% Shareholder) 630 Plaza Drive, Suite 200
Highlands Ranch, CO 80129

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

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

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

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

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

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None.

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

None.

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

None.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

signatory of the firm for the purpose of executing Contracts.

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

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

Dated: 02/08/2022 04:22:27 PM

Title: CEO

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



Arcadis CE, Inc. Board of Directors

Name		Officer
John M. McCarthy		Chief Executive Officer/Director
Alex Rothchild		Chief Operating Officer
Darren English		Chief Financial Officer/Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2021

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Arcadis CE, Inc. 44 South Broadway 12th Floor, Suite 1200 White Plains NY 10601 USA	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Hartford Accident & Indemnity Company	22357
	INSURER D: Twin City Fire Insurance Company	29459
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570089693529**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20ECSOL5318 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			20 UEN OL5319	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
<input checked="" type="checkbox"/> Property Damage to								
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		20XHUOL5322	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WNOL5323	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	AOS	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	20WPROL5321		E.L. DISEASE-EA EMPLOYEE			\$1,000,000	
		WI		E.L. DISEASE-POLICY LIMIT			\$1,000,000	

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

RE: Project No. 30046704, Contract No. CFPW13000013, Agreement No. S35121C. Nassau County Department of Public Works is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Nassau County Department of Public Works in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 3340 Merrick Road, Building R, 3rd Floor Wantagh NY 11793 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20 WN OL5323

Endorsement Number:

Effective Date: 10/01/2021 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ARCADIS U.S., INC.

630 PLAZA DR STE 200

LITTLETON

CO

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2021

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Arcadis CE, Inc. 44 South Broadway 12th Floor, Suite 1200 White Plains NY 10601 USA	INSURER A: Indian Harbor Insurance Company	36940
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570089693696**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Env Contr Poll			US00101061E021A Professional & Pollution SIR applies per policy terms & conditions	06/01/2021	06/01/2022	Each Claim Annual Aggregate	\$1,000,000 \$2,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 30046704, Contract No. CFPW13000013, Agreement No. S35121C.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 3340 Merrick Road, Building R, 3rd Floor Wantagh NY 11793 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Holder Identifier : @

Certificate No : 570089693696



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

[illegible]

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

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

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

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

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

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Twin City Fire Insurance Company A+ (XV)		29459
	INSURER B : Hartford Fire Insurance Company A+ (XV)		19682
	INSURER C : Travelers Indemnity Company of Connecticut A++ (Superior)		25682
	INSURER D : Continental Casualty Company (CNA) A, XV		20443
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

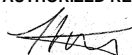
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	42UUNOL5499	3/29/2022	3/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	42UENOL5501	3/29/2022	3/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP-2T739221-22-NF	3/29/2022	3/29/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	42WBOL6H6E	3/29/2022	3/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH008231489	3/29/2022	3/29/2023	Per Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Agreement S35121C PM Services, Contract CFPW13000013

Nassau County is included as additional insured with respect to General Liability per form CG 20 26 04 13, Automobile Liability per form HA 99 17 06 14, and Umbrella Liability per form EU 00 01 07 16, when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

Liability and Employers Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) Hazen and Sawyer, D.P.C. 498 7th Avenue, 11th Floor New York, NY 10018 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 212-539-7090</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 132904652</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Avenue Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier HARTFORD ACCIDENT AND INDEMNITY INSURANCE COMPANY</p> <p>3b. Policy Number of Entity Listed in Box "1a" 42WBOL6H6E</p> <p>3c. Policy effective period 3/29/2022 to 3/29/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Tom Marchetti
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  3/23/2022
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 703-827-2277

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Hazen and Sawyer, D.P.C. 498 7th Avenue, 11th Floor New York, NY 10018</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>212-539-7000</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>132904652</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County 1550 Franklin Avenue Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier</p> <p>First Unum Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>619412</p> <p>3c. Policy effective period</p> <p style="text-align: center;"><u>1/1/2022</u> to <u>1/1/2023</u></p>

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed December 23, 2021 By Brenda Merry

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-275-8686 Name and Title DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2021

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Arcadis CE, Inc. 44 South Broadway 12th Floor, Suite 1200 White Plains NY 10601 USA	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Hartford Accident & Indemnity Company	22357
	INSURER D: Twin City Fire Insurance Company	29459
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570089693529**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			20ECSOL5318 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			20 UEN OL5319	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> Property Damage to						PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	20XHUOL5322	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$1,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20WNOL5323	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	AOS	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			20WPROL5321			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

RE: Project No. 30046704, Contract No. CFPW13000013, Agreement No. S35121C. Nassau County Department of Public Works is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Nassau County Department of Public Works in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 3340 Merrick Road, Building R, 3rd Floor Wantagh NY 11793 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20 WN OL5323

Endorsement Number:

Effective Date: 10/01/2021 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ARCADIS U.S., INC.

630 PLAZA DR STE 200

LITTLETON

CO

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2021

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Arcadis CE, Inc. 44 South Broadway 12th Floor, Suite 1200 White Plains NY 10601 USA	INSURER A: Indian Harbor Insurance Company	36940
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570089693696**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Env Contr Poll			US00101061E021A Professional & Pollution SIR applies per policy terms & conditions	06/01/2021	06/01/2022	Each Claim Annual Aggregate	\$1,000,000 \$2,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project No. 30046704, Contract No. CFPW13000013, Agreement No. S35121C.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department of Public Works 3340 Merrick Road, Building R, 3rd Floor Wantagh NY 11793 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Holder Identifier : @

Certificate No : 570089693696





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis CE, Inc.	
POLICY NUMBER See Certificate Number: 570089693696		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570089693696	NAIC CODE		

ADDITIONAL REMARKS

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

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

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

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

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

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Edward W. Powers, Deputy County Executive

FROM: Department of Public Works

DATE: May 4, 2022

SUBJECT: Project Management Services for Wastewater Facilities
Superstorm Sandy Recovery and Western Bays Resiliency Projects
Agreement No.: S35121C
Combining Proposed Amendments 6,7, and 8

Earlier this year, Chief Deputy County Executive Arthur T. Walsh approved three (3) separate amendments for the above-referenced Agreement. The Inter-Departmental memos approving the amendments are attached. The amendments were presented separately because there are three (3) separate funding sources, and at that time, the funding sources for the work described in draft Amendments 7 and 8 were not as certain as they are now.

With the increased certainty of funding, the Department now wishes to combine all three (3) draft amendments, as simultaneously processing three (3) separate amendments has proven to be too unwieldy for the County's contract approval system.

If you approve or disapprove of the foregoing, please indicate by signing below and returning the memorandum to this office for appropriate action.



Kenneth G. Arnold
Commissioner

KGA:jd
Attachments
c: Jane Houdek, Attorney for Public Works

APPROVED:


Edward W. Powers 05/09/2022
Deputy County Executive Date

DISAPPROVED:

Edward W. Powers Date
Deputy County Executive



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 10, 2022

SUBJECT: Project Management Services for Wastewater Facilities
Super Storm Sandy Recovery and Western Bays Resiliency Projects
Amendment No. 6 for Additional Services

This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for the permanent repair projects at the severely damaged WRF and for projects in support of the Western Bays Resiliency Initiative. The JV has been instrumental in securing regulatory approval and funding for the Recovery Program, the Bay Park Conveyance Project, and the Long Beach Consolidation Project. The Department requires the following additional services to be performed by the JV to successfully complete the recovery and resiliency projects - maintaining continuity and familiarity with both the original work and the proposed work - to ensure the County maximizes the Federal and State reimbursement monies spent on the recovery and resiliency projects:

- A. Extension of Program Management Services – The Recovery Program has had COVID related delays and additional construction sequencing requirements related to the Bay Park Conveyance Project have extended the timeframe for execution. The current projection for completion of construction and close out activities for the Super Storm Sandy Recovery Program is December 2025. The County will continue to require the services of the JV to manage the program through this date. The JV will continue to provide field services, payment processing, maintain the project management information system, provide technical oversight, reporting and all other contractual program management services through the end of the Program. The proposed not to exceed fee for these services is \$16,915,000. This will be funded from 35121 and 35123 and is reimbursable under the Fixed Public Assistance Grant which was secured with key assistance from the JV who also maintain all reporting and compliance standards of this grant.
- B. Conveyance Project Program Management Additional Services - Previous Amendments 4 and 5 provided funding for PM services. Amendment 4 was based on a design-bid-build delivery method for a new ocean outfall pipe at Bay Park STP. With the change in project scope to that of conveyance to the Cedar Creek Ocean Outfall and the shift in delivery method to design-build, a scope of JV effort was estimated at the outset of the Conveyance Project and incorporated into the contract via Amendment 5 in March of 2019. In the nearly three years since the certification of Amendment 5, the nature of the design-build delivery method has been one where the roles and responsibilities of the stakeholders have evolved and become more defined as the project progresses. The Modified Cooperative Agreement between NYSDEC and the County (executed in January of 2021) defined the role of the JV as part of the County's Project Team through the end of the Conveyance Project with specific responsibilities in addition to those outlined in Amendment 5. The Agreement specifically defines the JV role in funding support, detailed design compliance support, commissioning support and permitting support. With respect to permitting, the Modified Consent Agreement executed in January 2021 includes milestones for new SPDES permits for both the SSWRF and CCWPCP for current operation and modifications as the nitrogen reduction and conveyance systems come online. The implementation of the permits requires several studies and evaluations to be executed leading to scheduled modifications of the permits. The noted revisions to the Cooperative Agreement also reflect an increased level of effort required for the review of technical submittals, payment request processing, public outreach, and increased funding support due to more oversight and compliance requirements from the various funding agencies. The proposed not to exceed fee for these services is \$8,717,000. This will be funded from 3B116 via state and federal grants and loans. This work is expected to be completed at the end of 2025.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

January 10, 2022

Page 2

SUBJECT: Agreement Amendment No. 6 for Additional Services
Project Management Services for Wastewater Facilities
Hurricane Sandy Recovery Projects
Agreement No. S35121C

- C. Contaminated Soil Disposal Design Services – In the course of executing the Sidestream Deammonification Project at the South Shore WRF, contaminated soil was identified in preparing the foundation and of such a volume that the disposal work was publicly bid to obtain the best pricing. Soil samples were taken and analyzed during the design phase, but none contained any contamination of note. Effort has been expended by the JV to prepare the contract (S35123-L38H) and will provide construction phase design services for the removal. The proposed not to exceed fee for these services is \$366,000. This will be funded from 35121 and 35123 and is reimbursable under the Fixed Public Assistance Grant. This work is expected to be completed at the end of 2022.
- D. Biogas Facility Preliminary Design and PM Services –As part of the Planning Services of the original S35121C agreement, the JV had provided a Technical Memorandum in 2014 regarding Digester Gas Utilization at the South Shore WRF. Several options were reviewed and analyzed with the ultimate recommendation being to utilize the biogas in a combined heat and power facility (CHP). While this remains a beneficial option, further analysis of market trends and available incentives from utilities and government sources should be explored, along with any restrictions with the new utility agreement with PSEG/LI. The JV shall further the study of biogas options, present those to the County for selection, and then progress to the 30% design stage for inclusion in a design RFP, then provide program management services for the execution of the final design and construction of this project. The proposed not to exceed fee for these services is \$1,079,000. This will be funded from 35121 and 35123 and is reimbursable under the Fixed Public Assistance Grant. This work is expected to be completed at the end of 2025.
- E. Conveyance Diffuser Rehabilitation Design Services – For the Conveyance Project, cleaning/sand removal from the outfall diffuser and duckbill modifications were to be done via allowance. The pricing for this work from the Design-Builder has been unreasonable and the County will be descopeing this effort from the Project to bid it competitively. The use of duckbills will prevent significant intrusions of sand, lower future cleaning costs, and reduce hydraulic losses due to sediment build up and improve undersea dispersion by increasing the velocity through the diffusers. The JV will provide detailed design and construction phase services of this work. The rationale for the JV performing this work via amendment is to meet the Consent Agreement schedule where this cleaning must be executed prior to Mechanical Completion Milestone in November of 2023. The procurement of both a designer and contractor in series makes the achievement of the work in advance of that milestone infeasible. The proposed not to exceed fee for these services is \$1,650,000. This will be funded from 3B116 via state and federal grants and loans. This work is expected to be completed in mid-2024.
- F. Conveyance Diffuser Rehabilitation Construction Management Services – The JV is to execute the construction management of the diffuser rehabilitation project with inspection services provided by an MWBE subconsultant that specializes in open water work. The rationale for the JV performing this work via amendment is to save the fixed cost of procurement and contract oversight (high for this small scope of work) and to mitigate the risk to the Consent Agreement milestones that can result from extended award process periods. This work will be executed on a time and materials (multiplier) basis with the proposed not to exceed fee for these services of \$385,000. This will be funded from 3B116 via state and federal grants and loans. This work is expected to be completed at in mid-2024.

We propose to increase the cost ceiling of the existing Agreement No. S35121C by \$29,112,000. The proposed amendment will include an updated wage schedule that will reflect current rates and limited maximum annual increases allowed for the remainder of the contract term. Additionally, the current contract as amended expires on December 31, 2023. The amendment as proposed will extend the contract terms until December 31, 2025, though it is understood that due to the interrelation of the aforementioned projects, future phases of work may extend beyond this term. It is for this reason that the two (2) one (1) year extensions available in the contract are intended to remain available. Funding for these services will be available from Capital Project Nos. 35121, 35123, and 3B116. It is expected that over eighty percent of these costs of these services will be eligible for reimbursement by either the

Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

January 10, 2022

Page 3

SUBJECT: Agreement Amendment No. 6 for Additional Services
Project Management Services for Wastewater Facilities
Hurricane Sandy Recovery Projects
Agreement No. S35121CFederal Emergency Management Agency (FEMA) under the Robert T.
Stafford Disaster Relief and Emergency Assistance Act or other related grants.

If you approve or disapprove of the foregoing, please indicate by signing below and return the memo this office for appropriate action.



Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Christopher Nolan, Deputy Budget Director
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Attorney for Public Works
Christopher Vella, Project Manager II

APPROVED:

DISAPPROVED:



Arthur T. Walsh

Date

Chief Deputy County Executive

Arthur T. Walsh

Date

Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 10, 2022

SUBJECT: Project Management Services for Wastewater Facilities
Super Storm Sandy Recovery and Western Bays Resiliency Projects
Amendment No. 7 for Additional Services

This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for the permanent repair projects at the severely damaged WRF and for projects in support of the Western Bays Resiliency Initiative. The JV has been instrumental in securing regulatory approval and funding for the Recovery Program, the Bay Park Conveyance Project, and the Long Beach Consolidation Project. The Department requires the following additional services to be performed by the JV to successfully complete one of the resiliency projects - maintaining continuity and familiarity with both the original work and the proposed work - to ensure the County maximizes the Federal and State reimbursement monies spent on the recovery and resiliency projects:

With the successful funding of the majority of the Long Beach Consolidation Project via FEMA, the County has agreed to utilize GOSR/HUD funding earmarked for said project on a restoration project in the Western Bays marshlands. The funding for this work expires in mid-2023, therefore the time it would take to procure another consultant to execute these design services would make this project infeasible. The JV will provide permitting, design and design services during construction for this project. The proposed not to exceed fee for these services is \$1,098,000. This will be funded from 35109 via state and federal grants and loans. This work is expected to be completed at the end of 2023.

We propose to increase the cost ceiling of the existing Agreement No. S35121C by \$1,098,000. It is expected that the costs of these services will be eligible for reimbursement by GOSR/HUD funding.

If you approve or disapprove of the foregoing, please indicate by signing below and return the memo this office for appropriate action.



Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Christopher Nolan, Deputy Budget Director
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Attorney for Public Works
Christopher Vella, Project Manager II

APPROVED:

DISAPPROVED:



1-11-22

Arthur T. Walsh
Chief Deputy County Executive

Date

Arthur T. Walsh
Chief Deputy County Executive

Date



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 10, 2022

SUBJECT: Project Management Services for Wastewater Facilities
Super Storm Sandy Recovery and Western Bays Resiliency Projects
Amendment No. 8 for Additional Services

This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for the permanent repair projects at the severely damaged WRF and for projects in support of the Western Bays Resiliency Initiative. The JV has been instrumental in securing regulatory approval and funding for the Long Beach Consolidation Project. The Department requires the following additional services to be performed by the JV to successfully complete the recovery and resiliency projects - maintaining continuity and familiarity with both the original work and the proposed work - to ensure the County maximizes the Federal and State reimbursement monies spent on the recovery and resiliency projects:

- A. Long Beach WPCP Consolidation Design Additional Services – The County reallocated funds from the existing agreement and directed the JV to proceed with the permitting and design work required to produce the Pump Station Conversion and Force Main contract documents and permit approvals. Additional funding is required to address scope changes requested by the City of Long Beach and DPW operators and to address the expansion of scope under the FEMA 406 program. Revisions that were requested include adding a mechanical climber screen for interim pump station, changing above ground bypass pumps to submersibles in the new wet well and the addition of a temporary electrical facility. The scope of the FEMA 406 program now includes the rehabilitation and mitigation of the City of Long Beach collection system pump stations, and the JV will produce a preliminary design package for this effort. The proposed not to exceed fee for these services is \$1,185,500. This will be funded from 35109 via state and federal grants and loans. This work is expected to be completed in the second quarter of 2022.
- B. Long Beach WPCP Consolidation Construction Phase Design Services – The JV is the engineer of record for the Long Beach WPCP Consolidation project and will be required to provide construction phase design services for the Pump Station Conversion and Force Main projects. These services include shop drawing review, responding to contractor requests for information/clarification, scope change design work, as well as startup and operation and maintenance manual/SOP production. Further, to provide a smoother transition to operation of the new facility, the JV shall perform SCADA integration services as part of the construction phase. The industry has moved away from having the contractor execute this work due to various performance and coordination issues. The proposed not to exceed fee for these services is \$6,445,000. This will be funded from 35109 via state and federal grants and loans. This work is expected to be completed in the second quarter of 2025.
- C. Long Beach Program Management Additional Services - Amendment 5 and the subsequent reallocation of the Austin Blvd PM services provided a total budget of \$1,275,000 for Program Management services for the Long Beach WPCP Consolidation Project. The scope of work when this budget was established was primarily to produce RFPs for professional services and PM oversight of the consultants and contractors on the Consolidation Project. Subsequently, the bulk of effort directed to this task to date has been to secure funding for the project. In continuing these efforts, the JV will assist the County with grant applications and grant management including the extensive reporting requirements of the EFC, GOSR and FEMA sources. Additionally, the JV will provide procurement and oversight services for the Long Beach Infrastructure Assessment, Long Beach Collection System Pump Station Mitigation, and Long Beach WPCP Decommissioning projects. The proposed not to exceed fee for these services is \$3,247,000. This will be funded from 35109 and 3B116 via state and federal grants and loans. This work is expected to be completed at the end of 2025.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

January 10, 2022

Page 2

SUBJECT: Agreement Amendment No. 8 for Additional Services
Project Management Services for Wastewater Facilities
Hurricane Sandy Recovery Projects
Agreement No. S35121C

We propose to increase the cost ceiling of the existing Agreement No. S35121C by \$10,877,500. It is expected that over ninety percent of these costs of these services will be eligible for reimbursement by either the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or other related grants.

If you approve or disapprove of the foregoing, please indicate by signing below and return the memo this office for appropriate action.



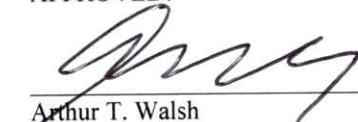
Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Christopher Nolan, Deputy Budget Director
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Attorney for Public Works
Christopher Vella, Project Manager II

APPROVED:

DISAPPROVED:

	<u>1-11-22</u>	
Arthur T. Walsh	Date	Arthur T. Walsh
Chief Deputy County Executive		Chief Deputy County Executive

REQUEST TO INITIATE

RTI Number 22-0125

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: S35121C Project Management Services Amendment No. 6Department: Public WorksProject Manager: Christopher VellaDate: January 11, 2022Service Requested: Program Management Services for Sandy Recovery Program and Bay Park Conveyance Project

Justification: This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for the permanent repair projects at the severely damaged WRF and for projects in support of the Western Bays Resiliency Initiative. The Department requires additional services to be performed by the JV to successfully complete the recovery and resiliency projects - maintaining continuity and familiarity with both the original work and the proposed work - to ensure the County maximizes the Federal and State reimbursement monies spent on the recovery and resiliency projects.

Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$29,112,000

Circle appropriate phase

Total Project Cost: \$1,375,000,000Date Start Work: April 2022Duration: 5 years

Includes, design, construction, and CM

Phase being requested

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 35121 - \$25,632,000; 35123 - 1,445,000; 3B116 - \$2,035,000See Attached Sheet if multiyear ☐

NIFS Entered: _____

SIGNATURE

DATE

AIM Entered: _____

SIGNATURE

DATE

Funding Code: _____

use this on all encumbrances

Timesheet Code: 22-0125

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

Version January 2014

REQUEST TO INITIATE

RTI Number 22-0126

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: S35121C Project Management Services Amendment No. 7Department: Public WorksProject Manager: Christopher VellaDate: January 11, 2022Service Requested: Design Services for the Hempstead Bay – Hassocks Restoration Project

Justification: This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for the permanent repair projects at the severely damaged WRF and for projects in support of the Western Bays Resiliency Initiative. The Hassocks Restoration is resiliency project that has expiring state funds available that necessitates an immediate start to the permitting and design activities, thus requiring an amendment to the JV who have been acquiring the related permits for the Long Beach Consolidation Project and are equipped to start presently.

Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$1,098,000

Circle appropriate phase

Total Project Cost: \$1,375,000,000Date Start Work: April 2022Duration: 2 years

Includes, design, construction, and CM

Phase being requested

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 35134; Project needs to be approved in Capital
AmendmentSee Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

REQUEST TO INITIATE

RTI Number 22-0127

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: \$35121C Project Management Services Amendment No. 8Department: Public WorksProject Manager: Christopher VellaDate: January 11, 2022Service Requested: Program Management Services for Sandy Recovery Program and Bay Park Conveyance Project

Justification: This Department is requesting approval of an amendment to the above-referenced agreement for additional services to manage the Super Storm Sandy Recovery Program and related Western Bays Resiliency Projects pertaining to the Bay Park Sewage Treatment Plant (STP), presently known as the South Shore Water Reclamation Facility (WRF). After Super Storm Sandy, the firm of Hazen & Sawyer/Malcolm Pirnie (Joint Venture, or "JV") was retained for project management, planning and consulting engineering services for projects in support of the Western Bays Resiliency Initiative, including the Long Beach Consolidation Project. The Department requires additional services to be performed by the JV to successfully complete the Consolidation Project - maintaining continuity and familiarity with both the original work and the proposed work - to ensure the County maximizes the Federal and State reimbursement monies spent on the recovery and resiliency projects.

Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$10,877,500

Circle appropriate phase

Total Project Cost: \$1,375,000,000Date Start Work: April 2022Duration: 5 years

Includes, design, construction, and CM

Phase being requested

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 35109See Attached Sheet if multiyear ☐

NIFS Entered: _____

SIGNATURE

DATE

AIM Entered: _____

SIGNATURE

DATE

Funding Code: _____

use this on all encumbrances

Timesheet Code: _____

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval:

YES ☒ NO ☐

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

Version January 2014

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 12/13/21

m/d/vv

12/13/21

Date _____

Name of Organization

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.

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.

Richard E. Peters, Vice President and Northeast Regional Manager

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Hazen and Sawyer, D.P.C.

Name of Organization

498 Seventh Avenue, 11th Floor, New York, NY 10018

Address of Organization

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.

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

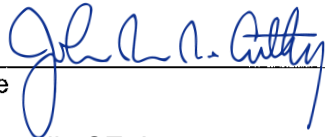
John M. McCarthy, CEO

12/13/21

Name and Title of Authorized Representative

m/d/yy

Signature



12/13/21

Date

Arcadis CE, Inc.

Name of Organization

44 S Broadway 9th Floor, New York, NY 10601

Address of Organization

Instructions for Certification

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



E-135-18

NIFS ID:CLPW18000025 Department: Public Works

Capital: X

SERVICE: Amend 5-S35121C-PM Svcs:Wastewater Recovery Repair Proj

Contract ID #:CFPW13000013

NIFS Entry Date: 05-DEC-18

Term: from 31-DEC-18 to 31-DEC-23

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

1) Mandated Program:	Y
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: Hazen and Sawyer/Malcolm Pirnie (JV)	Vendor ID# [REDACTED]
Address: 498 Seventh Avenue New York, NY 10018	Contact Person: maryanne.dioquino@arcadis.com Phone: (718) 397-2373

Department:
Contact Name: Vincent Falkowski
Address: 3340 Merrick Road Building R, Third Floor Wantagh, NY 11793 Phone: (516) 571-7509

Routing Slip

Department	NIFS Entry: X	05-DEC-18 -- LDIONISIO
Department	NIFS Approval: X	05-DEC-18 -- RDALLEVA
DPW	Capital Fund Approved: X	05-DEC-18 -- RDALLEVA
OMB	NIFA Approval: X	10-DEC-18 -- APERSICH
OMB	NIFS Approval: X	06-DEC-18 -- SDEWS
County Atty.	Insurance Verification: X	06-DEC-18 -- AAMATO
County Atty.	Approval to Form: X	06-DEC-18 -- NSARANDIS

CPO	Approval: X	10-DEC-18 -- KOHAGENCE
DCEC	Approval: X	10-DEC-18 -- RCLEARY
Dep. CE	Approval: X	10-DEC-18 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	10-DEC-18 -- MREYNOLDS
Legislature	Approval: X	18-DEC-18 -- LVOCATURA
Comptroller	Deputy: X	10-JAN-19 -- JSCHOEN
NIFA	NIFA Approval: X	06-MAR-19 -- MWORSHAM

Contract Summary

Purpose: Amendment #5. Additional necessary services are required from the firm for the successful completion of Superstorm Sandy recovery projects and to ensure the County maximizes it's Federal and State reimbursement.
Method of Procurement: Request for proposals.
Procurement History: Proposals for the Original Agreement were received on March 8, 2013. The technical evaluation committee met on March 18, 2013.
Description of General Provisions: Project Management Services for Wastewater Facilities- Super Storm Sandy Recovery Projects, including but not limited to: Electrical distribution system improvements, Level 1 BNR RAS Box repair design, non-section 428 funding support, Austin Blvd Force Main PM Oversight, Long Beach WPCP Consolidation Oversight, NYSDEC Consent Agreement Compliance, Grant Closeout Services, S35121-12M CM services, Sidestream Deammonification Facility, Pt Lookout Sewer Project, and Outfall Diversion Project Program PM services.
Impact on Funding / Price Analysis: Adequate funds are available. See DCE memo provided for funding synopsis/breakdown.
Change in Contract from Prior Procurement: Not applicable
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue		08	PWCSWCSW/35121-SAF/00003	\$ 15,540,000.00
Control:	35	Contract:		09	PWCSWEFC/35123-SAF/00003	\$ 812,000.00
Resp:	121	County	\$ 0.00	10	PWCD2CD2/3B116-002/00003	\$ 6,550,000.00
Object:	00003	Federal	\$ 0.00	11	PWCSWCSW/35109-001/00003	\$ 550,000.00
Transaction:	CL	State	\$ 0.00	PWCAPC AP/61103	PWCAPCAP/61103-000/00003	\$ 300,000.00
Project #:	35121	Capital	\$ 24,352,000.00	000/00003		
Detail:	SAF	Other	\$ 0.00	13	PWCSWCSW/33994-000/00003	\$ 600,000.00
		TOTAL	\$ 24,352,000.00		TOTAL	\$ 24,352,000.00

RENEWAL	
% Increase	
% Decrease	



E-135-18

NIFS ID:CLPW18000025 Department: Public Works**Capital: X****SERVICE: Amend 5-S35121C-PM Svcs:Wastewater Recovery Repair Proj****Contract ID #:CFPW13000013****NIFS Entry Date: 05-DEC-18****Term: from 31-DEC-18 to 31-DEC-23**

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

1) Mandated Program:	Y
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: Hazen and Sawyer/Malcolm Pirnie (JV)	Vendor ID: [REDACTED]
Address: 498 Seventh Avenue New York, NY 10018	Contact Person: maryanne.dioquino@arcadis.com
	Phone: (718) 397-2373

Department:
Contact Name: Vincent Falkowski
Address: 3340 Merrick Road Building R, Third Floor Wantagh, NY 11793
Phone: (516) 571-7509

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2018 DEC 10 P 11:31

Routing Slip

Department	NIFS Entry: X	05-DEC-18 -- LDIONISIO
Department	NIFS Approval: X	05-DEC-18 -- RDALLEVA
DPW	Capital Fund Approved: X	05-DEC-18 -- RDALLEVA
OMB	NIFA Approval: X	10-DEC-18 -- APERSICH
OMB	NIFS Approval: X	06-DEC-18 -- SDEWS
County Atty.	Insurance Verification: X	06-DEC-18 -- AAMATO
County Atty.	Approval to Form: X	06-DEC-18 -- NSARANDIS

Dep. CE	Approval: X	10-DEC-18 -- BŠCHNEIDER
Leg. Affairs	Approval/Review: X	10-DEC-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment #5. Additional necessary services are required from the firm for the successful completion of Superstorm Sandy recovery projects and to ensure the County maximizes it's Federal and State reimbursement.
Method of Procurement: Request for proposals.
Procurement History: Proposals for the Original Agreement were received on March 8, 2013. The technical evaluation committee met on March 18, 2013.
Description of General Provisions: Project Management Services for Wastewater Facilities- Super Storm Sandy Recovery Projects, including but not limited to: Electrical distribution system improvements, Level 1 BNR RAS Box repair design, non-section 428 funding support, Austin Blvd Force Main PM Oversight, Long Beach WPCP Consolidation Oversight, NYSDEC Consent Agreement Compliance, Grant Closeout Services, S35121-12M CM services, Sidestream Deammonification Facility, Pt Lookout Sewer Project, and Outfall Diversion Project Program PM services.
Impact on Funding / Price Analysis: Adequate funds are available. See DCE memo provided for funding synopsis/breakdown.
Change in Contract from Prior Procurement: Not applicable
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	35	Revenue		08	PWCSWCSW/35121-SAF/00003	\$ 15,540,000.00
Resp:	121	Contract:		09	PWCSEFC/35123-SAF/00003	\$ 812,000.00
Object:	00003	County	\$ 0.00	10	PWCD2CD2/3B116-002/00003	\$ 6,550,000.00
Transaction:	CL	Federal	\$ 0.00	11	PWCSWCSW/35109-001/00003	\$ 550,000.00
Project #:	35121	State	\$ 0.00	PWCAPC AP/61103 - 000/00003	PWCAPCAP/61103-000/00003	\$ 300,000.00
Detail:	SAF	Capital	\$ 24,352,000.00	13	PWCSWCSW/33994-000/00003	\$ 600,000.00
		Other	\$ 0.00		TOTAL	\$ 24,352,000.00
		TOTAL	\$ 24,352,000.00			
RENEWAL						
% Increase						
% Decrease						

E-135-1

RULES RESOLUTION NO. 192-2018

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 HAZEN & SAWYER/MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Vote Yes 12 No 17
YEAS: 7 NAYS: 0 ABSENT: 0 PASSED 0
7 12-17-18

WHEREAS, the County has negotiated an amendment to a personal services agreement with Hazen & Sawyer/Malcolm Pirnie, the Water Division of Arcadis, a joint venture in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Hazen & Sawyer/Malcolm Pirnie, the Water Division of Arcadis, a joint venture.

AMENDMENT No. 5

AMENDMENT, dated as of _____, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), as amended by amendments executed on behalf of the County on March 11, 2014 (the "Amendment No. 1"), on August 18, 2014 (the "Amendment No. 2"), on January 28, 2016 (the "Amendment No. 3") and on April 18, 2016 (the "Amendment No. 4") the Firm performed certain services for the County in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement, and as amended, is from April 1, 2013 through December 31, 2018 (the "Amended Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendments, as full compensation for the Services, was ninety-six million, seven hundred and thirty-seven thousand, five hundred and ninety-seven dollars and no cents (\$96,737,597.00) (the "Amended Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Original Term; and,

WHEREAS, the County and the Contractor desire to Amend the Original Services and increase the Maximum Amount to one hundred and twenty-one million, eighty-nine thousand, five hundred and ninety-seven dollars and no cents (\$121,089,597.00); and,

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

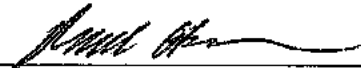
1. Term Extension. The Term of the Original Agreement shall be extended by five (5) years so that the termination of the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be December 31, 2023. The Department, in its sole discretion, shall have the right to extend this Agreement one (1) year on up to two (2) occasions, delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by twenty-four million, three hundred and fifty-two thousand dollars and no cents (\$24,352,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be one hundred and twenty-one million, eighty-nine thousand, five hundred and ninety-seven dollars and no cents (\$121,089,597.00) (the "Amended Maximum Amount")

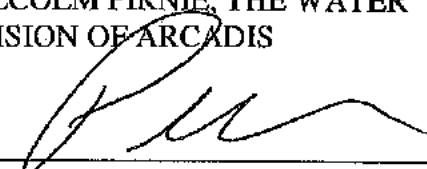
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

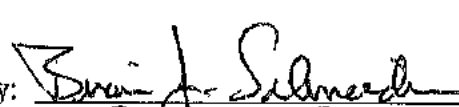
HAZEN AND SAWYER, P.C.

By: 
Name: Mark Hanson, P.E.
Title: Vice President
Date: 10/9/18

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: 
Name: Peter Glus P.E.
Title: Vice President
Date: 10/9/18

NASSAU COUNTY

By: 
Name: BRIAN J. SCHNEIDER
Title: Deputy County Executive
Date: MARCH 14, 2019

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

New York)ss.:
COUNTY OF NASSAU)

On the 9th day of October in the year 2018 before me personally came
MARK HANSON to me personally known, who, being by me duly sworn, did
depone and say that he or she resides in the County of SUFFOLK; that he or she
is the Vice President of Hazen and Sawyer, the corporation
described herein and which executed the above instrument; and that he or she signed his
or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

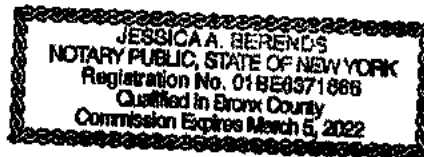
W. A. Crayon
WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2021

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)
Queens

On the 12th day of October in the year 2018 before me personally came
PETER GLUS to me personally known, who, being by me duly sworn, did
depone and say that he or she resides in the County of Queens; that he or she
is the Vice President of Malcolm R. Rood's Water Div., the corporation
described herein and which executed the above instrument; and that he or she signed his
or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

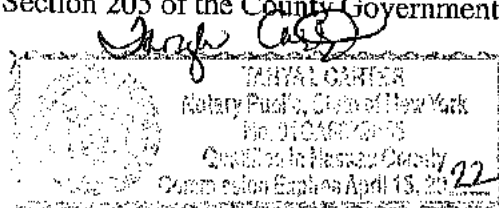


STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 14 day of March in the year 2019 before me personally came
Brian J. Schneider to me personally known, who, being by me duly sworn, did
depone 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



APPENDIX "A"

AMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean/Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items

2.2.13 Calculations Log for Major Design Calculations

- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.
- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical

issues categorized by project.

- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and

oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.

- 2.20 "Non-Sandy" Capital Project Coordination - To ensure sufficient treatment process units are maintained in-service and available at all times, the firm shall develop detailed construction phasing and sequencing plans to coordinate the hurricane Sandy recovery projects with the County's existing capital improvement projects. Once developed, the firm shall monitor adherence to the plans and the progress of the work activities.
- 2.21 Daily Full-Time Plant Operations Support - The magnitude of the hurricane Sandy repair projects will necessitate frequent process adjustments and the anticipation of treatment units being periodically out-of-service. Knowing that SPDES permit compliance must be achieved at all times, the firm shall provide a full-time on-site senior wastewater treatment plant operator, with additional experts available as needed. The on-site operations support staff shall develop and implement detailed maintenance of plant operations (MOPO) plans.
- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County's wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.
- 2.23 Detailed Design Services for Expedited Repair and Mitigation Projects
- 2.23.1 Bay Park STP Perimeter Flood Protection (Berm) - the firm shall provide detailed design services for the combination earthen berm/concrete flood wall to be constructed around the entire plant perimeter. The berm/flood wall will be the first line of defense for the plant to withstand a future storm/flood event of a similar or greater magnitude as hurricane Sandy. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.2 Bay Park STP Final Settling Tank (FST) Rehabilitation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the final settling tanks. These tanks are a critical component of the plant's secondary treatment system and should they fail, the plant would likely violate its New York State SPDES permit. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.3 Bay Park STP Electrical Distribution System Improvements - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the plant-wide electrical distribution system. It is of paramount importance to maintain electrical power throughout the plant site to ensure wastewater flow into and through the plant. The failure of the electrical distribution system and resulting shutdown of the raw sewage pumps is a primary reason for the backup/overflow of sewage within residential neighborhoods. Based upon the magnitude of this project and the need to maintain plant operations throughout construction, it shall be implemented in phases. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.4 Dock Place and Southland Drive Pump Station Repair and Mitigation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of two (2) pump stations in the Glen Cove service area, Dock Place and Southland Drive. Both of these pump

stations suffered extensive damage as a result of hurricane Sandy and interim measures have not proved successful in restoring them to reliable operation. Should either/both of these pump stations fail, it would result in sanitary sewer overflows within the local neighborhoods being served. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.5 Bay Park STP Sludge Dewatering Facility Repair and Mitigation Phase I (Demolition) - the firm shall provide detailed design services for the initial phase (demolition) of work associated with the Sludge Dewatering Facility repair and mitigation. The Sludge Dewatering Building was flooded during hurricane Sandy and remains inoperable. The plant currently has in-place a contract for the provision of labor and temporary equipment for the dewatering of digested sludge. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.24 Fuel Storage and Management System Improvements - The firm shall provide detailed design services for the replacement of the vehicle fueling facility and the installation of fuel management systems for both vehicle fuel storage and fuel oil storage for the primary-source power generators. The vehicle fuel dispensers were flooded and submerged during hurricane Sandy. The dispensers were returned to service through interim repairs but must be replaced for long-term reliable operation. The Department's sewer maintenance and road maintenance staff cannot respond to sewer stoppages or roadway issues in a timely fashion without the ability to keep vehicles fueled and available. Along with the replacement of the dispensers, the fuel storage facilities shall be provided with new fuel management systems to comply with current codes and standards. The JV will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.25 Bay Park STP Effluent Quality Improvement (Nitrogen Reduction) - in developing a sustainable vision for Nassau County's wastewater infrastructure and knowing that the existing outfall location is detrimental to the environmentally sensitive Western Bays, the firm shall provide detailed design services for process improvements necessary for the reduction of nitrogen in the plant effluent. The improvements will include full-scale implementation of the deammonification process for treatment of the sludge dewatering filtrate ("side-stream" treatment) and modifications to the aeration tanks for seasonal biological nitrogen removal (BNR). The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.26 Longacre and Ocean Avenue Pump Stations - To facilitate the immediate replacement of the failing main sewage pumps at the Longacre and Ocean Avenue Pump Stations, the firm will provide detailed specifications and plans for use by plant staff for the direct purchase of new pumps.

2.27 Construction Services Office Facilities Design - Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This task includes the design services required for the trailer layout, utilities, etc.

2.28 Community Development Block Grant Disaster Recovery (CDBG-DR) Program Technical Assistance - The County has received a substantial grant through the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This grant is in addition to the funds being provided to the County by the Federal Emergency Management Agency. The JV will provide in-house expertise, as well as subcontracting with 3PL Consulting, to assure compliance with the conditions of the CDBG-DR grant program as administered by Governor's Office of Storm Recovery (GOSR).

- 2.29 Design Coordination for Efficiency Improvements (chemical reduction) - the firm will coordinate the scope of the Phase E3 final design effort to provide a power feed for either an Onsite Hypochlorite Generation Facility or new Ultraviolet Disinfection Facility to be constructed in the future.
- 2.30 Engine Generator Facility Assessment - the firm will perform an assessment of the engine generator facility's auxiliary systems in order to determine the modifications required to enable the plant to operate three generators as opposed to the current maximum of two. It will conclude with the preparation of a Technical Memorandum followed by the development of biddable design documents.
- 2.31 Design Services for Temporary and Permanent Site Piping System - the firm will design and prepare bid documents for a temporary aboveground hot water distribution system supplied with hot water from the existing boiler plant to various buildings within the plant site. Additionally, the firm will prepare the preliminary design documents for the complete replacement of the underground hot and chilled water piping systems. A preliminary design package will be prepared for new hot and chilled water underground piping systems and demolition of the existing hot and chilled water systems.
- 2.32 Design Services for Dechlorination Sample Vault Storm Hardening - the firm shall complete final design for the storm hardening of the Outfall Sample Vault (SPDES compliance point) located outside of the Bay Park STP boundary and within Bay County Park adjacent to Hewlett Bay.
- 2.33 Primary Power Utility Coordination - In response to the decision by the County to pursue replacement of onsite power generation with dedicated feeders from PSE&G-LI, the firm will provide design coordination services including but not limited to: PSE&G-LI service contract technical terms negotiation; feeder routing; evaluation of utility load analyses and proposals; and, general meeting and correspondence with PSE&G-LI. Upon the successful negotiation with PSE&G-LI, the firm will proceed with providing final design services for Phase E4 of the Electrical Distribution system upgrades.
- 2.34 Potable and Service (Effluent) Water Systems - the firm will complete a hydraulic assessment of these systems to confirm pressure and flow requirements are sufficient for current and estimated future uses. This evaluation will also confirm the need for a larger water main service line provided by the water utility company.
- 2.35 Aeration Blower Building Design Services - the firm shall provide a preliminary design for a renovated or new blower building and associated revisions to the main process air piping and incorporate into a request for proposal package for final design services by a third party Final Design Engineer (FDE).
- 2.36 Biological Nutrient Removal (BNR) Upgrade Conceptual Design and Program Management Services - Based on studies performed to date, in order to reach the Department's goal of reducing effluent total nitrogen loading by 50% of the current influent nitrogen loading to the facility on a year round basis, the facility would be retrofitted to operate in step-feed BNR mode. Swing zones would be installed within the existing aeration tanks with baffles and mixers to allow the plant to operate with anoxic zones for denitrification and to allow increased aerobic volume flexibility during cold weather operation. The firm will prepare preliminary design documents for the aeration tank and final settling tank modifications, and chemical addition systems. The preliminary design documents will be the basis for a Request for Proposals (RFP) to retain a final design engineer (FDE). The firm will assist in the management and oversight of the FDE.

- 2.37 Bay Park STP Ocean Outfall Program Management – The firm shall provide program management and environmental permitting services for the proposed ocean outfall including: development and issuance of an RFP for environmental samplings, analysis of benthic macroinvertebrates, sediment, water quality, and phytoplankton; development and issuance of an RFP for the ocean outfall design; continued environmental review and permitting assistance during the course of the project; and, program management over selected consultants during design and construction.
- 2.37a Ocean Outfall Effluent Diversion Program Management – The firm shall provide program management services for the design-build effluent diversion project. The firm shall develop RFPs for preliminary design, provide technical oversight over the preliminary designer and design-build team, provide permitting oversight, assist with procurement of the design-build team, provide construction liaisons for the construction phase, and provide startup and training assistance for one year.
- 2.38 Long Beach WPCP Conversion Program Management - The firm shall provide program management services for the proposed conversion of the Long Beach WPCP to a pump station and the diversion of wastewater flow to the Bay Park STP, including development and issuance of the RFP for detailed design services and program management over the selected consultant during design and construction.
- 2.38a Austin Blvd Force Main Program Management - The firm shall provide program management services for the Austin Blvd Force Main and Traffic Safety Improvement contracts. For Austin Blvd, the JV shall develop and issue the RFP for detailed design services and program management over the selected consultant during design and construction. The JV will develop and issue the RFP for a construction manager to provide CM services for both projects under a single contract. The JV will provide program management oversight for the CM services.
- 2.39 Bay Park STP Facility-Wide Operations and Maintenance Manual - Upon completion of all capital improvements, Sandy repair and mitigation projects, and proposed process modifications, it will be critical for successful plant operation to have a new fully coordinated facility operations and maintenance (O&M) manual. The facility O&M will incorporate the individual O&M manuals produced for each of the projects, as well as the overall operational strategies developed in cooperation with the plant staff and the firm's process specialists.
- 3.1 Point Lookout Management Services – The firm shall provide program management services for the proposed Point Lookout Sewer Project, including development and issuance of the RFPs for detailed design and construction management services, and program management services over the selected consultants during design and construction.
- 3.2 Effluent Pump Station Facility Upgrade Construction Management Services – The firm shall provide construction management services for the remaining duration of construction contract S35121-12G.

Field Offices and Other Direct Costs – 1) The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc. Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This payment item includes rental costs and the other direct costs required for upkeep and maintenance. Additionally, it has become necessary, based upon the sequence of construction activities that temporary office trailers be provided for the use of plant staff displaced by the recovery construction work. This payment item includes the rental costs;

2) based upon the magnitude of active construction projects and the large number of associated construction workers on-site we believe it prudent to have the JV retain a sub-contractor for site security services. This payment item includes costs associated with providing site security, including a security sub-consultant; 3) to provide detailed photographic documentation of the recovery construction projects, the JV will retain a firm to provide both real time imaging via webcams and time lapsed photo images of all activities at the Bay Park STP and at the remote collection system pump stations. These digital records will further support the County's reimbursement requests, especially for work which becomes concealed behind walls or buried below ground.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"
AMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed one hundred and twenty-one million eighty-nine thousand five hundred ninety seven dollars and no cents (\$121,089,597.00).

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

<u>No.</u>	<u>Task Description</u>	<u>Payment Method</u>	<u>Estimated Cost</u>
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$92,279
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$208,637
2.6	Scheduling	Multiplier	\$1,517,719
2.7	Permitting/Environmental Review	Multiplier	\$442,055
2.8	Cash Flow Forecasting	Multiplier	\$22,405
2.9	Program Management Information System (PMIS)	Multiplier	\$433,912
2.10	Meetings	Multiplier	\$1,886,189
2.11	Constructability Workshop	Multiplier	\$92,047
2.12	Procurement Services	Multiplier	\$187,874
2.13	Project Administration	Multiplier	\$22,183,106
2.14	FEMA Technical Assistance	Multiplier	\$6,204,330
2.15	Public Relations	Multiplier	\$467,819
2.16	Construction Services	Multiplier	\$27,210,544
2.17	Post-Construction Services	Multiplier	\$78,303
2.18	Regional Planning Assistance	Multiplier	\$953,316
2.19	Pilot Demonstration Project Assistance	Multiplier	\$260,775
2.20	"Non-Sandy" Capital Project Coordination	Multiplier	\$1,158,602
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,453,880
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
2.23.1	Bay Park STP Perimeter Flood Protection (Berm)	Lump Sum	\$3,779,343
2.23.2	Bay Park STP Final Settling Tank (FST) Rehab	Lump Sum	\$126,000
2.23.3	Bay Park STP Electrical Distribution Sys Imprv	Lump Sum	\$10,613,379
2.23.4	Dock Pl and Southland Dr PS Repair & Mit	Lump Sum	\$58,500
2.23.5	Bay Park STP Sludge Dewatering Facility Demo	Lump Sum	\$277,100
2.24	Fuel Storage and Management System Imprv	Lump Sum	\$276,500
2.25	Bay Park STP Effluent Quality Improvement	Lump Sum	\$2,987,490
2.26	Longacre and Ocean Avenue Pump Stations	Lump Sum	\$21,200
2.27	Construction Field Office Design	Lump Sum	\$13,000
2.28	CDBG-DR Program Technical Assistance	Multiplier	\$3,336,318
2.29	Design Coordination for Efficiency Improvements	Lump Sum	\$31,000
2.30	Engine Generator Facility Assessment	Lump Sum	\$177,650
2.31	Design Services Temp & Permanent Piping Sys	Lump Sum	\$814,350
2.32	Design Services for Dechlorination Vault	Lump Sum	\$197,650
2.33	Primary Power Utility Coordination & Design	Lump Sum	\$550,000

2.34	Potable and Service (Effluent) Water Systems	Lump Sum	\$35,000
2.35	Aeration Blower Building Design Services	Lump Sum	\$1,208,000
2.36	BNR Conceptual Design and Prog Mgt	Multiplier	\$1,064,013
2.37	Bay Park STP Ocean Outfall Prog Mgt	Multiplier	\$5,200,000
2.37a	Diversion Project Prog Mgt	Multiplier	\$6,550,000
2.38	Long Beach WPCP Conversion Prog Mgt	Multiplier	\$675,000
2.38a	Austin Blvd Force Main PM Services	Multiplier	\$600,000
2.39	Bay Park STP O&M Manual	Lump Sum	\$300,000
3.1	Point Lookout PM Services	Multiplier	\$600,000
3.2	Effluent Pump Station CM Services	Multiplier	\$2,440,000
	Sub-Total		\$118,914,599
--	Field Offices		\$2,174,998
	Total Cost Ceiling		\$121,089,597

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty Five (\$225) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services - The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation.

for coordinating or otherwise supervising the work of the special sub-consultant.

APPENDIX "C"
ADDITIONAL COMPLIANCE REQUIREMENTS

1. 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.:
2. 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.

Contract ID#: S35121C



CLPW15000047

Department: Public Works

E-23-15 CF

RUSH

CF (Capital) Contract Details

NIFS ID # CFPW13000013NIFS Entry Date: 11/25/15 SERVICE: Term: from 4/1/13 to 12/31/2018

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment No. 4 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input 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 Hazen & Sawyer/Malcolm Pirnie (JV)	Vendor ID# [REDACTED]
Address 498 Seventh Avenue New York, NY 10018	Contact Person Michael DeNicola Vice President Phone (212) 539-7038

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973 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"/>	11/25/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/25/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/25/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
11/25/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/25/15	[Signature]	
11/25/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/25/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/25/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	12/25/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/25/15	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/25/15	[Signature]	



Contract Summary

Description: Amendment No. 4 to the Agreement for project management services for wastewater recovery permanent repair projects.

Purpose: The wastewater project management agreement includes services for preliminary design, pre-construction, construction and post-construction phase services, as necessary, to develop and deliver the recovery projects. This amendment includes additional services for conceptual design and management of BNR plant upgrades, management of projects receiving funding through the NYSEFC Storm Mitigation Loan Program and development of a facility-wide O&M manual incorporating operating and maintenance requirements of the various Sandy recovery projects.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013. Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one (1) technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen & Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.

Description of General Provisions: The Department is currently implementing permanent repair projects, including mitigation measures, for the various environmental facilities damaged by the effects of Super Storm Sandy. We have retained a wastewater project manager to help plan, conceptualize and develop preliminary designs for the construction program associated with implementation of the projects. The environmental facilities which were damaged by Super Storm Sandy include the Bay Park Sewage Treatment Plant, Cedar Creek Water Pollution Control Plant, Cedarhurst Water Pollution Control Plant, Lawrence Sewage Treatment Plant, and various sewage pump stations. The most extensive damage was experienced by the Bay Park STP and the various sewage pump stations. The Department intends that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement.

Impact on Funding / Price Analysis: This Amendment shall increase the Agreement cost ceiling by \$6,489,000.00. The new cost ceiling for all services would be \$96,737,597.00. Funding for the services shall be made available from capital projects 3B116, 3B119 and 35109.

Change in Contract from Prior Procurement: n/a.

Recommendation: Approve as submitted.

Quinto 11/25/15

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	
Resp:	
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital (CSW)	\$6,489,000
Other	\$
TOTAL	\$6,489,000

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
34	PWCD2CD23B116-002	\$ 5,200,000
45	PWCSWCSW3B119-007	\$ 564,000
56	3B119-008	\$ 300,000
57	35109-001	\$ 425,000
TOTAL		\$ 6,489,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer

Date: Nov 23, 2015

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	<i>[Signature]</i>	Name	<i>[Signature]</i>
Date	11/18/16	Date	11/25/15
		E #:	

(For Office Use Only)

E-232-15

RULES RESOLUTION NO. 298 2015

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 HAZEN AND SAWYER/ MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/7/15
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS to provide project management services for wastewater recovery permanent repair projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS

302 12-21

AMENDMENT NO. 4

AMENDMENT, dated as of _____, 2015 (together with the appendix hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), as amended by amendments executed on behalf of the County on March 11, 2014 (the "Amendment No. 1"), August 18, 2014 (the "Amendment No. 2") and pending Amendment No. 3 (the "Amendment No. 3"), the Firm performs certain project management services for the County in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement, and as amended, is from April 1, 2013, through December 31, 2018 (the "Amended Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendments, as full compensation for the Services, was ninety million two hundred forty eight thousand five hundred ninety seven dollars and no cents (\$90,248,597.00) (the "Amended Maximum Amount");

WHEREAS, the County and the Firm desire to Amend the Original Services and increase the Amended Maximum Amount to ninety six million seven hundred thirty seven thousand five hundred ninety seven dollars and no cents (\$96,737,597.00); and,

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

1. Amended Maximum Amount. The Amended Maximum Amount in Amendment No. 3 shall be increased by six million four hundred eighty nine thousand dollars (\$6,489,000.00), 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 ninety six million seven hundred thirty seven thousand five hundred ninety seven dollars and no cents (\$96,737,597.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by the Firm under the Original Agreement and Amendments (the "Amended Services") shall be as described in the attached "Amended Detailed Scope of Services."

3. Full Force and Effect. All the terms and conditions of the Original Agreement, Amendment No. 1 and Amendment No. 2 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

HAZEN AND SAWYER, P.C.

By: Michael DeNicola
Name: Michael DeNicola
Title: Vice President
Date: 11/20/15

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: [Signature]
Name: PETERGIUS
Title: SENIOR VICE PRESIDENT
Date: 11/20/15

NASSAU COUNTY

By: [Signature]
Name: Charles M. Lynch
Title: Deputy County Executive
Date: 4/18/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

New York)ss.:
COUNTY OF NASSAU)

On the 20 day of November in the year 2015 before me personally came Michael De Nicola 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 Vice President of Hazen and Sawyer, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

William A. Crayon
WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2017

STATE OF NEW YORK)

Queens)ss.:
COUNTY OF NASSAU)

On the 20 day of November in the year 2015 before me personally came Peter Eius to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Senior Vice President of Aradix, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

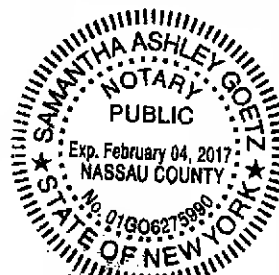
Sarah R. Halle
SARAH R. HALLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6295574
Qualified in New York County
My Commission Expires January 06, 2018

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 18 day of April in the year 2016 before me personally came Charles Ribando 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.

Samantha Ashley Goetz
NOTARY PUBLIC



APPENDIX "A"

AMMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean/Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items

2.2.13 Calculations Log for Major Design Calculations

- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.
- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical

issues categorized by project.

- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and

oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.

- 2.20 "Non-Sandy" Capital Project Coordination - To ensure sufficient treatment process units are maintained in-service and available at all times, the firm shall develop detailed construction phasing and sequencing plans to coordinate the hurricane Sandy recovery projects with the County's existing capital improvement projects. Once developed, the firm shall monitor adherence to the plans and the progress of the work activities.
- 2.21 Daily Full-Time Plant Operations Support - The magnitude of the hurricane Sandy repair projects will necessitate frequent process adjustments and the anticipation of treatment units being periodically out-of-service. Knowing that SPDES permit compliance must be achieved at all times, the firm shall provide a full-time on-site senior wastewater treatment plant operator, with additional experts available as needed. The on-site operations support staff shall develop and implement detailed maintenance of plant operations (MOPO) plans.
- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County's wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.
- 2.23 Detailed Design Services for Expedited Repair and Mitigation Projects
- 2.23.1 Bay Park STP Perimeter Flood Protection (Berm) - the firm shall provide detailed design services for the combination earthen berm/concrete flood wall to be constructed around the entire plant perimeter. The berm/flood wall will be the first line of defense for the plant to withstand a future storm/flood event of a similar or greater magnitude as hurricane Sandy. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.2 Bay Park STP Final Settling Tank (FST) Rehabilitation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the final settling tanks. These tanks are a critical component of the plant's secondary treatment system and should they fail, the plant would likely violate its New York State SPDES permit. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.3 Bay Park STP Electrical Distribution System Improvements - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the plant-wide electrical distribution system. It is of paramount importance to maintain electrical power throughout the plant site to ensure wastewater flow into and through the plant. The failure of the electrical distribution system and resulting shutdown of the raw sewage pumps is a primary reason for the backup/overflow of sewage within residential neighborhoods. Based upon the magnitude of this project and the need to maintain plant operations throughout construction, it shall be implemented in phases. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.4 Dock Place and Southland Drive Pump Station Repair and Mitigation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of two (2) pump stations in the Glen Cove service area, Dock Place and Southland Drive. Both of these pump

stations suffered extensive damage as a result of hurricane Sandy and interim measures have not proved successful in restoring them to reliable operation. Should either/both of these pump stations fail, it would result in sanitary sewer overflows within the local neighborhoods being served. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.5 Bay Park STP Sludge Dewatering Facility Repair and Mitigation Phase I (Demolition) - the firm shall provide detailed design services for the initial phase (demolition) of work associated with the Sludge Dewatering Facility repair and mitigation. The Sludge Dewatering Building was flooded during hurricane Sandy and remains inoperable. The plant currently has in-place a contract for the provision of labor and temporary equipment for the dewatering of digested sludge. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

- 2.24 Fuel Storage and Management System Improvements** - The firm shall provide detailed design services for the replacement of the vehicle fueling facility and the installation of fuel management systems for both vehicle fuel storage and fuel oil storage for the primary-source power generators. The vehicle fuel dispensers were flooded and submerged during hurricane Sandy. The dispensers were returned to service through interim repairs but must be replaced for long-term reliable operation. The Department's sewer maintenance and road maintenance staff cannot respond to sewer stoppages or roadway issues in a timely fashion without the ability to keep vehicles fueled and available. Along with the replacement of the dispensers, the fuel storage facilities shall be provided with new fuel management systems to comply with current codes and standards. The JV will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.25 Bay Park STP Effluent Quality Improvement (Nitrogen Reduction)** - in developing a sustainable vision for Nassau County's wastewater infrastructure and knowing that the existing outfall location is detrimental to the environmentally sensitive Western Bays, the firm shall provide detailed design services for process improvements necessary for the reduction of nitrogen in the plant effluent. The improvements will include full-scale implementation of the deammonification process for treatment of the sludge dewatering filtrate ("side-stream" treatment) and modifications to the aeration tanks for seasonal biological nitrogen removal (BNR). The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.26 Longacre and Ocean Avenue Pump Stations** - To facilitate the immediate replacement of the failing main sewage pumps at the Longacre and Ocean Avenue Pump Stations, the firm will provide detailed specifications and plans for use by plant staff for the direct purchase of new pumps.
- 2.27 Construction Services Office Facilities Design** - Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This task includes the design services required for the trailer layout, utilities, etc.
- 2.28 Community Development Block Grant Disaster Recovery (CDBG-DR) Program Technical Assistance** - The County has received a substantial grant through the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This grant is in addition to the funds being provided to the County by the Federal Emergency Management Agency. The JV will provide in-house expertise, as well as subcontracting with 3PL Consulting, to assure compliance with the conditions of the CDBG-DR grant program as administered by Governor's Office of Storm Recovery (GOSR).

- 2.29 Design Coordination for Efficiency Improvements (chemical reduction) - the firm will coordinate the scope of the Phase E3 final design effort to provide a power feed for either an Onsite Hypochlorite Generation Facility or new Ultraviolet Disinfection Facility to be constructed in the future.
- 2.30 Engine Generator Facility Assessment - the firm will perform an assessment of the engine generator facility's auxiliary systems in order to determine the modifications required to enable the plant to operate three generators as opposed to the current maximum of two. It will conclude with the preparation of a Technical Memorandum followed by the development of biddable design documents.
- 2.31 Design Services for Temporary and Permanent Site Piping System - the firm will design and prepare bid documents for a temporary aboveground hot water distribution system supplied with hot water from the existing boiler plant to various buildings within the plant site. Additionally, the firm will prepare the preliminary design documents for the complete replacement of the underground hot and chilled water piping systems. A preliminary design package will be prepared for new hot and chilled water underground piping systems and demolition of the existing hot and chilled water systems.
- 2.32 Design Services for Dechlorination Sample Vault Storm Hardening - the firm shall complete final design for the storm hardening of the Outfall Sample Vault (SPDES compliance point) located outside of the Bay Park STP boundary and within Bay County Park adjacent to Hewlett Bay.
- 2.33 Primary Power Utility Coordination - In response to the decision by the County to pursue replacement of onsite power generation with dedicated feeders from PSE&G-LI, the firm will provide design coordination services including but not limited to: PSE&G-LI service contract technical terms negotiation; feeder routing; evaluation of utility load analyses and proposals; and, general meeting and correspondence with PSE&G-LI. Upon the successful negotiation with PSE&G-LI, the firm will proceed with providing final design services for Phase E4 of the Electrical Distribution system upgrades.
- 2.34 Potable and Service (Effluent) Water Systems - the firm will complete a hydraulic assessment of these systems to confirm pressure and flow requirements are sufficient for current and estimated future uses. This evaluation will also confirm the need for a larger water main service line provided by the water utility company.
- 2.35 Aeration Blower Building Design Services - the firm shall provide a preliminary design for a renovated or new blower building and associated revisions to the main process air piping and incorporate into a request for proposal package for final design services by a third party Final Design Engineer (FDE).
- 2.36 Biological Nutrient Removal (BNR) Upgrade Conceptual Design and Program Management Services - Based on studies performed to date, in order to reach the Department's goal of reducing effluent total nitrogen loading by 50% of the current influent nitrogen loading to the facility on a year round basis, the facility would be retrofitted to operate in step-feed BNR mode. Swing zones would be installed within the existing aeration tanks with baffles and mixers to allow the plant to operate with anoxic zones for denitrification and to allow increased aerobic volume flexibility during cold weather operation. The firm will prepare preliminary design documents for the aeration tank and final settling tank modifications, and chemical addition systems. The preliminary design documents will be the basis for a Request for Proposals (RFP) to retain a final design engineer (FDE). The firm will assist in the management and oversight of the FDE.

- 2.37 Bay Park STP Ocean Outfall Program Management – The firm shall provide program management and environmental permitting services for the proposed ocean outfall including: development and issuance of an RFP for environmental samplings, analysis of benthic macroinvertebrates, sediment, water quality, and phytoplankton; development and issuance of an RFP for the ocean outfall design; continued environmental review and permitting assistance during the course of the project; and, program management over selected consultants during design and construction.
- 2.38 Long Beach WPCP Conversion Program Management - The firm shall provide program management services for the proposed conversion of the Long Beach WPCP to a pump station and the diversion of wastewater flow to the Bay Park STP, including development and issuance of the RFP for detailed design services and program management over the selected consultant during design and construction.
- 2.39 Bay Park STP Facility-Wide Operations and Maintenance Manual - Upon completion of all capital improvements, Sandy repair and mitigation projects, and proposed process modifications, it will be critical for successful plant operation to have a new fully coordinated facility operations and maintenance (O&M) manual. The facility O&M will incorporate the individual O&M manuals produced for each of the projects, as well as the overall operational strategies developed in cooperation with the plant staff and the firm's process specialists.

Field Offices and Other Direct Costs – 1) The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc. Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This payment item includes rental costs and the other direct costs required for upkeep and maintenance. Additionally, it has become necessary, based upon the sequence of construction activities that temporary office trailers be provided for the use of plant staff displaced by the recovery construction work. This payment item includes the rental costs; 2) based upon the magnitude of active construction projects and the large number of associated construction workers on-site we believe it prudent to have the JV retain a sub-contractor for site security services. This payment item includes costs associated with providing site security, including a security sub-consultant; 3) to provide detailed photographic documentation of the recovery construction projects, the JV will retain a firm to provide both real time imaging via webcams and time lapsed photo images of all activities at the Bay Park STP and at the remote collection system pump stations. These digital records will further support the County's reimbursement requests, especially for work which becomes concealed behind walls or buried below ground.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance

bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"
AMMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed ninety million two hundred forty eight thousand five hundred ninety seven dollars and no cents (\$90,248,597.00).

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

<u>No.</u>	<u>Task Description</u>	<u>Payment Method</u>	<u>Estimated Cost</u>
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$92,279
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$235,737
2.6	Scheduling	Multiplier	\$1,476,337
2.7	Permitting/Environmental Review	Multiplier	\$505,227
2.8	Cash Flow Forecasting	Multiplier	\$27,404
2.9	Program Management Information System (PMIS)	Multiplier	\$463,311
2.10	Meetings	Multiplier	\$1,520,510
2.11	Constructability Workshop	Multiplier	\$135,676
2.12	Procurement Services	Multiplier	\$187,874
2.13	Project Administration	Multiplier	\$13,924,619
2.14	FEMA Technical Assistance	Multiplier	\$4,460,907
2.15	Public Relations	Multiplier	\$510,195
2.16	Construction Services	Multiplier	\$18,640,537
2.17	Post-Construction Services	Multiplier	\$722,456
2.18	Regional Planning Assistance	Multiplier	\$319,170
2.19	Pilot Demonstration Project Assistance	Multiplier	\$260,776
2.20	"Non-Sandy" Capital Project Coordination	Multiplier	\$1,073,725
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,412,808
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
2.23.1	Bay Park STP Perimeter Flood Protection (Berm)	Lump Sum	\$4,663,843
2.23.2	Bay Park STP Final Settling Tank (FST) Rehab	Lump Sum	\$126,000
2.23.3	Bay Park STP Electrical Distribution Sys Imprv	Lump Sum	\$9,660,000
2.23.4	Dock Pl and Southland Dr PS Repair & Mit	Lump Sum	\$58,500
2.23.5	Bay Park STP Sludge Dewatering Facility Demo	Lump Sum	\$277,100
2.24	Fuel Storage and Management System Imprv	Lump Sum	\$276,500
2.25	Bay Park STP Effluent Quality Improvement	Lump Sum	\$2,380,000
2.26	Longacre and Ocean Avenue Pump Stations	Lump Sum	\$21,200
2.27	Construction Field Office Design	Lump Sum	\$13,000
2.28	CDBG-DR Program Technical Assistance	Multiplier	\$4,500,000
2.29	Design Coordination for Efficiency Improvements	Lump Sum	\$31,000
2.30	Engine Generator Facility Assessment	Lump Sum	\$177,650
2.31	Design Services Temp & Permanent Piping Sys	Lump Sum	\$814,350
2.32	Design Services for Dechlorination Vault	Lump Sum	\$197,650
2.33	Primary Power Utility Coordination & Design	Lump Sum	\$5,440,000

2.34	Potable and Service (Effluent) Water Systems	Lump Sum	\$35,000
2.35	Aeration Blower Building Design Services	Lump Sum	\$1,208,000
2.36	BNR Conceptual Design and Prog Mgt	Multiplier	\$564,000
2.37	Bay Park STP Ocean Outfall Prog Mgt	Multiplier	\$5,200,000
2.38	Long Beach WPCP Conversion Prog Mgt	Multiplier	\$425,000
2.39	Bay Park STP O&M Manual	Lump Sum	\$300,000
	Sub-Total		\$94,467,655
--	Field Offices		\$2,269,942
	Total Cost Ceiling		\$96,737,597

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty Five (\$225) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services - The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

**CF** (Capital)**E-235-CF15****Contract Details**NIFS ID #: CFPW13000013NIFS Entry Date: 11/25/15 SERVICE: Term: from 4/1/2013 to 12/31/2018

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment No. 3 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input 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 Hazen & Sawyer/Malcolm Pirnie (JV)	
Address 498 Seventh Avenue New York, NY 10018	Contact Person Michael DeNicola Vice President Phone (212) 539-7038

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973 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"/>	11/16/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/16/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	11/25/15	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
11/25/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	11/25/15	[Signature]	
11/25/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/25/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	11/25/15	Concetta A. P. Puccio	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/25/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	11/25/15	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/25/15	[Signature]	



Contract Summary

Description: Amendment No. 3 to the Agreement for project management services for wastewater recovery permanent repair projects.

Purpose: The wastewater project management agreement includes services for preliminary design, pre-construction, construction and post-construction phase services, as necessary, to develop and deliver the recovery projects. This amendment includes additional services for management of CDBG-DR funding and associated requirements, increased photographic and digital documentation in support of reimbursement requests, modifications/coordination of repair/mitigation projects with potential future nitrogen limits and the extension of existing services.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013. Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one (1) technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen & Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.

Description of General Provisions: The Department is currently implementing permanent repair projects, including mitigation measures, for the various environmental facilities damaged by the effects of Super Storm Sandy. We have retained a wastewater project manager to help plan, conceptualize and develop preliminary designs for the construction program associated with implementation of the projects. The environmental facilities which were damaged by Super Storm Sandy include the Bay Park Sewage Treatment Plant, Cedar Creek Water Pollution Control Plant, Cedarhurst Water Pollution Control Plant, Lawrence Sewage Treatment Plant, and various sewage pump stations. The most extensive damage was experienced by the Bay Park STP and the various sewage pump stations. The Department intends that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. This amendment includes additional services for management of CDBG-DR funding, increased photographic and digital documentation in support of reimbursement requests, and extension of existing services.

Impact on Funding / Price Analysis: This Amendment shall increase the Agreement cost ceiling by \$40,299,489.00. The new cost ceiling for all services would be \$90,248,597.00. Funding for the services shall be made available from capital project 35121 (Wastewater Facilities Storm Restoration). It is anticipated that the cost of these services will be eligible for reimbursement by FEMA.

Change in Contract from Prior Procurement: n/a.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	121
Object:	
Transaction:	





FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital (CSW)	\$40,299,489
Other	\$
TOTAL	\$40,299,489

LINE	INDEX/OBJECT CODE	AMOUNT
13	35121	\$40,299,489
2		\$
3		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$40,299,489

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Joseph L. Davenport, Chief Sanitary Engineer**

Date: Nov 23, 2015

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date	
Date	11/16/15	Date	11/16/15	11/25/15 (For Office Use Only)	
				E #:	

RULES RESOLUTION NO. 301-2015

E-235-15

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 HAZEN AND SAWYER/ MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/7/15
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS to provide project management services in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS

SEEN AND OK'D : 26

AMENDMENT NO. 3

AMENDMENT, dated as of _____, 2015 (together with the appendix hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), as amended by amendments executed on behalf of the County on March 11, 2014 (the "Amendment No. 1") and August 18, 2014 (the "Amendment No. 2"), the Firm performs certain project management services for the County in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement, and as amended, is from April 1, 2013, through December 31, 2018 (the "Amended Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendments, as full compensation for the Services, was forty nine million nine hundred forty nine thousand one hundred eight dollars and no cents (\$49,949,108.00) (the "Amended Maximum Amount");

WHEREAS, the County and the Firm desire to Amend the Original Services and increase the Amended Maximum Amount to ninety million two hundred forty eight thousand five hundred ninety seven dollars and no cents (\$90,248,597.00); and,

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

1. Amended Maximum Amount. The Amended Maximum Amount in Amendment No. 2 shall be increased by forty million two hundred ninety nine thousand four hundred eighty nine dollars and no cents (\$40,299,489.00), 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 ninety million two hundred forty eight thousand five hundred ninety seven dollars and no cents (\$90,248,597.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by the Firm under the Original Agreement and Amendments (the "Amended Services") shall be as described in the attached "Amended Detailed Scope of Services."

3. Full Force and Effect. All the terms and conditions of the Original Agreement, Amendment No. 1 and Amendment No. 2 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

Street, Boston MA 02110 or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. INSPECTION

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the Insured's property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

L. SOLE AGENT

The Named Insured first listed in Item 1 of the Declarations shall act on behalf of all other Insureds, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or nonrenewal.

M. ASSIGNMENT

This Policy shall not be assigned without the prior written consent of the Company. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed onto this Policy.

N. SUBROGATION

If there is a payment made by the Company, the Company shall be subrogated to all the Insured's rights of recovery against any person or organization. The Insured shall cooperate with the Company and do whatever is necessary to secure these rights. The Insured shall do nothing after a claim to waive or prejudice such rights. The Company agrees to waive this right of subrogation against the client of the Insured or other parties to the extent that the Insured had, prior to Claim, a written agreement to waive such rights.

O. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

P. CANCELLATION

This Policy is non-cancellable by either the Named Insured or the Company, except the Company can cancel this Policy for non-payment of premium. In the event the Company does cancel this Policy for non-payment of premium, the Named Insured shall be entitled to ten (10) days written notice of cancellation from the Company, at the address last known to the Company.

If the Company cancels, earned premium shall be computed pro-rata.

Proof of mailing of any notice of cancellation shall be sufficient proof of notice. The effective date of cancellation terminates the Policy Period. Return of unearned premium is not a condition of cancellation. Unearned premium shall be returned by the Company as soon as practicable.

Q. ARBITRATION

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

HAZEN AND SAWYER, P.C.

By: Michael DeNicola
Name: Michael DeNicola
Title: Vice President
Date: 11/20/15

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: P
Name: PETER GLUS
Title: SENIOR VICE PRESIDENT
Date: 11/20/15

NASSAU COUNTY

By: CHW
Name: Charles Ribando
Title: Deputy County Executive
Date: 1/28/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

New York)ss.:
COUNTY OF NASSAU)

On the 20 day of November in the year 2015 before me personally came Michael DeNicola 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 Vice President of Hazen and Sanger P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

W. A. Cray

WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2017

STATE OF NEW YORK)

Queens)ss.:
COUNTY OF NASSAU)

On the 20 day of November in the year 2015 before me personally came Peter Glus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Senior Vice President of ARCADIS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Sarah R. Halle

SARAH R. HALLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6295574
Qualified in New York County
My Commission Expires January 06, 2018

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 28 day of January in the year 2016 before me personally came Charles Ribando 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FER23280
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "A"

AMMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean/Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items

2.2.13 Calculations Log for Major Design Calculations

- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.
- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical

issues categorized by project.

- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and

oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.

- 2.20 "Non-Sandy" Capital Project Coordination - To ensure sufficient treatment process units are maintained in-service and available at all times, the firm shall develop detailed construction phasing and sequencing plans to coordinate the hurricane Sandy recovery projects with the County's existing capital improvement projects. Once developed, the firm shall monitor adherence to the plans and the progress of the work activities.
- 2.21 Daily Full-Time Plant Operations Support - The magnitude of the hurricane Sandy repair projects will necessitate frequent process adjustments and the anticipation of treatment units being periodically out-of-service. Knowing that SPDES permit compliance must be achieved at all times, the firm shall provide a full-time on-site senior wastewater treatment plant operator, with additional experts available as needed. The on-site operations support staff shall develop and implement detailed maintenance of plant operations (MOPO) plans.
- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County's wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.
- 2.23 Detailed Design Services for Expedited Repair and Mitigation Projects
- 2.23.1 Bay Park STP Perimeter Flood Protection (Berm) - the firm shall provide detailed design services for the combination earthen berm/concrete flood wall to be constructed around the entire plant perimeter. The berm/flood wall will be the first line of defense for the plant to withstand a future storm/flood event of a similar or greater magnitude as hurricane Sandy. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.2 Bay Park STP Final Settling Tank (FST) Rehabilitation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the final settling tanks. These tanks are a critical component of the plant's secondary treatment system and should they fail, the plant would likely violate its New York State SPDES permit. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.3 Bay Park STP Electrical Distribution System Improvements - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the plant-wide electrical distribution system. It is of paramount importance to maintain electrical power throughout the plant site to ensure wastewater flow into and through the plant. The failure of the electrical distribution system and resulting shutdown of the raw sewage pumps is a primary reason for the backup/overflow of sewage within residential neighborhoods. Based upon the magnitude of this project and the need to maintain plant operations throughout construction, it shall be implemented in phases. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.4 Dock Place and Southland Drive Pump Station Repair and Mitigation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of two (2) pump stations in the Glen Cove service area, Dock Place and Southland Drive. Both of these pump

stations suffered extensive damage as a result of hurricane Sandy and interim measures have not proved successful in restoring them to reliable operation. Should either/both of these pump stations fail, it would result in sanitary sewer overflows within the local neighborhoods being served. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

2.23.5 Bay Park STP Sludge Dewatering Facility Repair and Mitigation Phase I (Demolition) - the firm shall provide detailed design services for the initial phase (demolition) of work associated with the Sludge Dewatering Facility repair and mitigation. The Sludge Dewatering Building was flooded during hurricane Sandy and remains inoperable. The plant currently has in-place a contract for the provision of labor and temporary equipment for the dewatering of digested sludge. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

- 2.24 Fuel Storage and Management System Improvements - The firm shall provide detailed design services for the replacement of the vehicle fueling facility and the installation of fuel management systems for both vehicle fuel storage and fuel oil storage for the primary-source power generators. The vehicle fuel dispensers were flooded and submerged during hurricane Sandy. The dispensers were returned to service through interim repairs but must be replaced for long-term reliable operation. The Department's sewer maintenance and road maintenance staff cannot respond to sewer stoppages or roadway issues in a timely fashion without the ability to keep vehicles fueled and available. Along with the replacement of the dispensers, the fuel storage facilities shall be provided with new fuel management systems to comply with current codes and standards. The JV will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.25 Bay Park STP Effluent Quality Improvement (Nitrogen Reduction) - in developing a sustainable vision for Nassau County's wastewater infrastructure and knowing that the existing outfall location is detrimental to the environmentally sensitive Western Bays, the firm shall provide detailed design services for process improvements necessary for the reduction of nitrogen in the plant effluent. The improvements will include full-scale implementation of the deammonification process for treatment of the sludge dewatering filtrate ("side-stream" treatment) and modifications to the aeration tanks for seasonal biological nitrogen removal (BNR). The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.26 Longacre and Ocean Avenue Pump Stations - To facilitate the immediate replacement of the failing main sewage pumps at the Longacre and Ocean Avenue Pump Stations, the firm will provide detailed specifications and plans for use by plant staff for the direct purchase of new pumps.
- 2.27 Construction Services Office Facilities Design - Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This task includes the design services required for the trailer layout, utilities, etc.
- 2.28 Community Development Block Grant Disaster Recovery (CDBG-DR) Program Technical Assistance - The County has received a substantial grant through the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This grant is in addition to the funds being provided to the County by the Federal Emergency Management Agency. The JV will provide in-house expertise, as well as subcontracting with 3PL Consulting, to assure compliance with the conditions of the CDBG-DR grant program as administered by Governor's Office of Storm Recovery (GOSR).

- 2.29 Design Coordination for Efficiency Improvements (chemical reduction) - the firm will coordinate the scope of the Phase E3 final design effort to provide a power feed for either an Onsite Hypochlorite Generation Facility or new Ultraviolet Disinfection Facility to be constructed in the future.
- 2.30 Engine Generator Facility Assessment - the firm will perform an assessment of the engine generator facility's auxiliary systems in order to determine the modifications required to enable the plant to operate three generators as opposed to the current maximum of two. It will conclude with the preparation of a Technical Memorandum followed by the development of biddable design documents.
- 2.31 Design Services for Temporary and Permanent Site Piping System - the firm will design and prepare bid documents for a temporary aboveground hot water distribution system supplied with hot water from the existing boiler plant to various buildings within the plant site. Additionally, the firm will prepare the preliminary design documents for the complete replacement of the underground hot and chilled water piping systems. A preliminary design package will be prepared for new hot and chilled water underground piping systems and demolition of the existing hot and chilled water systems.
- 2.32 Design Services for Dechlorination Sample Vault Storm Hardening - the firm shall complete final design for the storm hardening of the Outfall Sample Vault (SPDES compliance point) located outside of the Bay Park STP boundary and within Bay County Park adjacent to Hewlett Bay.
- 2.33 Primary Power Utility Coordination - In response to the decision by the County to pursue replacement of onsite power generation with dedicated feeders from PSE&G-LI, the firm will provide design coordination services including but not limited to: PSE&G-LI service contract technical terms negotiation; feeder routing; evaluation of utility load analyses and proposals; and, general meeting and correspondence with PSE&G-LI. Upon the successful negotiation with PSE&G-LI, the firm will proceed with providing final design services for Phase E4 of the Electrical Distribution system upgrades.
- 2.34 Potable and Service (Effluent) Water Systems - the firm will complete a hydraulic assessment of these systems to confirm pressure and flow requirements are sufficient for current and estimated future uses. This evaluation will also confirm the need for a larger water main service line provided by the water utility company.
- 2.35 Aeration Blower Building Design Services - the firm shall provide a preliminary design for a renovated or new blower building and associated revisions to the main process air piping and incorporate into a request for proposal package for final design services by a third party Final Design Engineer (FDE).

Field Offices and Other Direct Costs – 1) The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc. Based upon the large number of concurrent active construction projects, an additional construction services office trailer is required on site. This payment item includes rental costs and the other direct costs required for upkeep and maintenance. Additionally, it has become necessary, based upon the sequence of construction activities that temporary office trailers be provided for the use of plant staff displaced by the recovery construction work. This payment item includes the rental costs; 2) based upon the magnitude of active construction projects and the large number of associated construction workers on-site we believe it prudent to have the JV retain a sub-contractor for site security services. This payment item includes costs associated with providing site security, including

a security sub-consultant; 3) to provide detailed photographic documentation of the recovery construction projects, the JV will retain a firm to provide both real time imaging via webcams and time lapsed photo images of all activities at the Bay Park STP and at the remote collection system pump stations. These digital records will further support the County's reimbursement requests, especially for work which becomes concealed behind walls or buried below ground.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"
AMMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed ninety million two hundred forty eight thousand five hundred ninety seven dollars and no cents (\$90,248,597.00).

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

<u>No.</u>	<u>Task Description</u>	<u>Payment Method</u>	<u>Estimated Cost</u>
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$92,279
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$235,737
2.6	Scheduling	Multiplier	\$1,476,337
2.7	Permitting/Environmental Review	Multiplier	\$505,227
2.8	Cash Flow Forecasting	Multiplier	\$27,404
2.9	Program Management Information System (PMIS)	Multiplier	\$463,311
2.10	Meetings	Multiplier	\$1,520,510
2.11	Constructability Workshop	Multiplier	\$135,676
2.12	Procurement Services	Multiplier	\$187,874
2.13	Project Administration	Multiplier	\$13,924,619
2.14	FEMA Technical Assistance	Multiplier	\$4,460,907
2.15	Public Relations	Multiplier	\$510,195
2.16	Construction Services	Multiplier	\$18,640,537
2.17	Post-Construction Services	Multiplier	\$722,456
2.18	Regional Planning Assistance	Multiplier	\$319,170
2.19	Pilot Demonstration Project Assistance	Multiplier	\$260,776
2.20	"Non-Sandy" Capital Project Coordination	Multiplier	\$1,073,725
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,412,808
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
2.23.1	Bay Park STP Perimeter Flood Protection (Berm)	Lump Sum	\$4,663,843
2.23.2	Bay Park STP Final Settling Tank (FST) Rehab	Lump Sum	\$126,000
2.23.3	Bay Park STP Electrical Distribution Sys Imprv	Lump Sum	\$9,660,000
2.23.4	Dock Pl and Southland Dr PS Repair & Mit	Lump Sum	\$58,500
2.23.5	Bay Park STP Sludge Dewatering Facility Demo	Lump Sum	\$277,100
2.24	Fuel Storage and Management System Imprv	Lump Sum	\$276,500
2.25	Bay Park STP Effluent Quality Improvement	Lump Sum	\$2,380,000
2.26	Longacre and Ocean Avenue Pump Stations	Lump Sum	\$21,200
2.27	Construction Field Office Design	Lump Sum	\$13,000
2.28	CDBG-DR Program Technical Assistance	Multiplier	\$4,500,000
2.29	Design Coordination for Efficiency Improvements	Lump Sum	\$31,000
2.30	Engine Generator Facility Assessment	Lump Sum	\$177,650
2.31	Design Services Temp & Permanent Piping Sys	Lump Sum	\$814,350
2.32	Design Services for Dechlorination Vault	Lump Sum	\$197,650
2.33	Primary Power Utility Coordination & Design	Lump Sum	\$5,440,000

2.34	Potable and Service (Effluent) Water Systems	Lump Sum	\$35,000
2.35	Aeration Blower Building Design Services	Lump Sum	\$1,208,000
	Sub-Total		\$87,978,655
--	Field Offices		\$2,269,942
	Total Cost Ceiling		\$90,248,597

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty Five (\$225) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services - The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.



CF (Capital)

Contract Details

E-141-94

NIFS ID #: CFPW13000013

NIFS Entry Date: 4/14/14 SERVICE: Term: from 4/1/2013 to 12/31/2018

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment No. 2 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input 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 Hazen & Sawyer/Malcolm Pirnie (JV)	
Address 498 Seventh Avenue New York, NY 10018	Contact Person Michael DeNicola Vice President Phone (212) 539-7038

County Department	
Department Contact Joseph L. Davenport	
Address 3340 Merrick Rd Wantagh NY 11973 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) NIFS Appvl (Dept. Head)	4/14/14	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	4/14/14	<i>[Signature]</i>	
	OMB	NIFS Approval	4/15/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
5/1/14	County Attorney	CA RE & Insurance Verification	5/2/14	<i>[Signature]</i>	
5/2/14	County Attorney	CA Approval as to form	5/2/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	5/15/14	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	5/15/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval	5/15/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	5/21/14	<i>[Signature]</i>	



Contract Summary

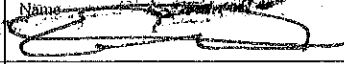

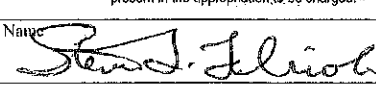
Description: Amendment No. 2 to the Agreement for project management services for wastewater recovery permanent repair projects.
Purpose: The wastewater project management agreement includes services for preliminary design, pre-construction, construction and post-construction phase services, as necessary, to develop and deliver the recovery projects. This amendment includes additional services for detailed design services for several time sensitive projects.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013. Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one (1) technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen & Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.
Description of General Provisions: The Department is currently implementing permanent repair projects, including mitigation measures, for the various environmental facilities damaged by the effects of hurricane Sandy. We have retained a wastewater project manager to help plan, conceptualize and develop preliminary designs for the construction program associated with implementation of the projects. The environmental facilities which were damaged by Super Storm Sandy include the Bay Park Sewage Treatment Plant, Cedar Creek Water Pollution Control Plant, Cedarhurst Water Pollution Control Plant, Lawrence Sewage Treatment Plant, and various sewage pump stations. The most extensive damage was experienced by the Bay Park STP and the various sewage pump stations. The Department intends that the projects be planned and designed to mitigate recurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. This amendment includes additional services for detailed design of permanent repair and mitigation projects needed to be expedited to ensure the continued reliable operation of the facility, for improved management of on-site bulk fuel oil storage, and to reduce potential environmental impacts from the plant effluent.
Impact on Funding / Price Analysis: This Amendment shall increase the Agreement cost ceiling by \$15,801,443.00. The new cost ceiling for all services would be \$49,949,108.00. Funding for the services shall be made available from capital project 35121 (Wastewater Facilities Storm Restoration).
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>		1	35121	\$15,801,443
Control:	35	County		\$	2		\$
Resp:	121	Federal		\$	3		\$
Object:		State		\$			\$
Transaction:		Capital (CSW)		\$15,801,443			\$
		Other		\$			\$
		TOTAL		\$15,801,443		TOTAL	\$15,801,443

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer Date: April 11, 2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 5/21/14
Date: 6/17/14	Date: 6/17/14	(For Office Use Only)
		E #:

E-141-14

RULES RESOLUTION NO. 164 2014

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 DEPARTMENT OF PUBLIC WORKS AND HAZEN AND SAWYER/MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-27-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Hazen and Sawyer/Malcolm Pirnie, The Water Division of ARCADIS, a joint venture to provide project management services for wastewater recovery permanent repair projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Hazen and Sawyer/Malcolm Pirnie, The Water Division of ARCADIS, a joint venture.

AMENDMENT NO. 2

AMENDMENT, dated as of _____, 2014 (together with the appendix hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), as amended by an amendment executed on behalf of the County on March 11, 2014 (the "Amendment No. 1"), the Firm performs certain project management services for the County in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2013, through March 31, 2016 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendment No. 1, as full compensation for the Services, was thirty four million one hundred forty seven thousand six hundred sixty five dollars and no cents (\$34,147,665.00) (the "Amended Maximum Amount");

WHEREAS, the County and the Firm desire to Amend the Original Services and increase the Amended Maximum Amount to forty nine million nine hundred forty nine thousand one hundred eight dollars and no cents (\$49,949,108.00); and,

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

1. Amended Maximum Amount. The Amended Maximum Amount in Amendment No. 1 shall be increased by fifteen million eight hundred one thousand four hundred forty three dollars and no cents (\$15,801,443.00), 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 forty nine million nine hundred forty nine thousand one hundred eight dollars and no cents (\$49,949,108.00) (the "Amended Maximum Amount").

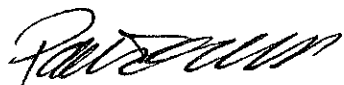
2. Services. The services to be provided by the Firm under the Original Agreement and Amendment No. 1 (the "Amended Services") shall be as described in the attached "Amended Detailed Scope of Services."

3. Term Extension. The term of the Original Agreement shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

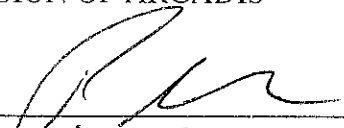
4. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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


HAZEN AND SAWYER, P.C.

By: 
Name: Paul D. Savari
Title: Vice President
Date: 4/3/2014

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: 
Name: Peter Glus
Title: Vice President
Date: 4/3/14

NASSAU COUNTY

By: 
Name: Richard E. Walker
Title: Deputy County Executive
Date: 8/18/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3rd day of April in the year 2014 before me personally came Paul D. Savre to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Morris; that he or she is the Vice President of Hazen and Sawyer, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

W. A. Crayon
NOTARY PUBLIC

WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3rd day of April in the year 2014 before me personally came Peter Glus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of Walcroft Prime, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

W. A. Crayon
NOTARY PUBLIC

WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of August in the year 2014 before me personally came Richard R. Walker 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P5250000
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX "A"

AMMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean\Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items
 - 2.2.13 Calculations Log for Major Design Calculations
- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.

- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for

professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.

- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.
- 2.20 “Non-Sandy” Capital Project Coordination - To ensure sufficient treatment process units are maintained in-service and available at all times, the firm shall develop detailed construction phasing and sequencing plans to coordinate the hurricane Sandy recovery projects with the County's existing capital improvement projects. Once developed, the firm shall monitor adherence to the plans and the progress of the work activities.
- 2.21 Daily Full-Time Plant Operations Support - The magnitude of the hurricane Sandy repair projects will necessitate frequent process adjustments and the anticipation of treatment units being periodically out-of-service. Knowing that SPDES permit compliance must be achieved at all times, the firm shall provide a full-time on-site senior wastewater treatment plant operator, with additional experts available as needed. The on-site operations support staff shall develop and implement detailed maintenance of plant operations (MOPO) plans.

- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County's wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.
- 2.23 Detailed Design Services for Expedited Repair and Mitigation Projects
- 2.23.1 Bay Park STP Perimeter Flood Protection (Berm) - the firm shall provide detailed design services for the combination earthen berm/concrete flood wall to be constructed around the entire plant perimeter. The berm/flood wall will be the first line of defense for the plant to withstand a future storm/flood event of a similar or greater magnitude as hurricane Sandy. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.2 Bay Park STP Final Settling Tank (FST) Rehabilitation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the final settling tanks. These tanks are a critical component of the plant's secondary treatment system and should they fail, the plant would likely violate its New York State SPDES permit. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.3 Bay Park STP Electrical Distribution System Improvements - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of the plant-wide electrical distribution system. It is of paramount importance to maintain electrical power throughout the plant site to ensure wastewater flow into and through the plant. The failure of the electrical distribution system and resulting shutdown of the raw sewage pumps is a primary reason for the backup/overflow of sewage within residential neighborhoods. Based upon the magnitude of this project and the need to maintain plant operations throughout construction, it shall be implemented in phases. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.4 Dock Place and Southland Drive Pump Station Repair and Mitigation - the firm shall provide detailed design services for the repair, rehabilitation and mitigation of two (2) pump stations in the Glen Cove service area, Dock Place and Southland Drive. Both of these pump stations suffered extensive damage as a result of hurricane Sandy and interim measures have not proved successful in restoring them to reliable operation. Should either/both of these pump stations fail, it would result in sanitary sewer overflows within the local neighborhoods being served. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.23.5 Bay Park STP Sludge Dewatering Facility Repair and Mitigation Phase I (Demolition) - the firm shall provide detailed design services for the initial phase (demolition) of work associated with the Sludge Dewatering Facility repair and mitigation. The Sludge Dewatering Building was flooded during hurricane Sandy and remains inoperable. The plant currently has in-place a contract for the provision of labor and temporary equipment for the dewatering of digested sludge. The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.
- 2.24 Fuel Storage and Management System Improvements - The firm shall provide detailed design services for the replacement of the vehicle fueling facility and the installation of fuel management systems for both vehicle fuel storage and fuel oil storage for the primary-source power generators. The vehicle fuel dispensers were flooded and submerged during hurricane Sandy. The dispensers were returned to service through interim repairs but must be replaced for long-term reliable operation. The Department's sewer maintenance and road maintenance staff cannot respond to sewer stoppages or roadway issues in a timely fashion without the ability to keep vehicles fueled

and available. Along with the replacement of the dispensers, the fuel storage facilities shall be provided with new fuel management systems to comply with current codes and standards. The JV will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

- 2.25 Bay Park STP Effluent Quality Improvement (Nitrogen Reduction) - in developing a sustainable vision for Nassau County's wastewater infrastructure and knowing that the existing outfall location is detrimental to the environmentally sensitive Western Bays, the firm shall provide detailed design services for process improvements necessary for the reduction of nitrogen in the plant effluent. The improvements will include full-scale implementation of the deammonification process for treatment of the sludge dewatering filtrate ("side-stream" treatment) and modifications to the aeration tanks for seasonal biological nitrogen removal (BNR). The firm will prepare detailed design documents suitable for public bidding and provide the usual construction administration phase services.

Field Offices -- The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"

AMMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed forty nine million nine hundred forty nine thousand one hundred eight (\$49,949,108.00) dollars.

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

Task No.	Task Description	Payment Method	Estimated Cost
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$520,762
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$1,041,525
2.6	Scheduling	Multiplier	\$1,562,287
2.7	Permitting/Environmental Review	Multiplier	\$1,041,525
2.8	Cash Flow Forecasting	Multiplier	\$520,762
2.9	Program Management Information System (PMIS)	Multiplier	\$1,562,287
2.10	Meetings	Multiplier	\$833,220
2.11	Constructability Workshop	Multiplier	\$520,762
2.12	Procurement Services	Multiplier	\$520,762
2.13	Project Administration	Multiplier	\$1,041,525
2.14	FEMA Technical Assistance	Multiplier	\$520,763
2.15	Public Relations	Multiplier	\$312,458
2.16	Construction Services	Multiplier	\$4,686,861
2.17	Post-Construction Services	Multiplier	\$1,562,287
2.18	Regional Planning Assistance	Multiplier	\$500,000
2.19	Pilot Demonstration Project Assistance	Multiplier	\$400,000
2.20	"Non-Sandy" Capital Project Coordination	Multiplier	\$2,225,640
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,790,100
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
2.23.1	Bay Park STP Perimeter Flood Protection (Berm)	Lump Sum	\$3,015,343
2.23.2	Bay Park STP Final Settling Tank (FST) Rehab	Lump Sum	\$126,000
2.23.3	Bay Park STP Electrical Distribution Sys Imprv	Lump Sum	\$9,660,000
2.23.4	Dock PI and Southland Dr PS Repair and Mitigation	Lump Sum	\$58,500
2.23.5	Bay Park STP Sludge Dewatering Facility Demo	Lump Sum	\$277,100
2.24	Fuel Storage and Management System Imprv	Lump Sum	\$276,500
2.25	Bay Park STP Effluent Quality Improvement	Lump Sum	2,380,000
	Sub-Total		\$49,094,283
--	Field Offices		\$854,825
	Total Cost Ceiling		\$49,949,108

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty Five (\$225) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services – The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

Contract ID#: S35121C



CLPW13000085

Department: Public Works

E-262-13

CF (Capital)

Contract Details

NIFS ID #: CFPW13000013

NIFS Entry Date: 12/2/13 SERVICE: from 4/1/2013 to 3 years (3/31/16)

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment No. 1 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input 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 Hazen & Sawyer/Malcolm Pirnie (JV)	Vendor ID# [REDACTED]
Address 498 Seventh Avenue New York, NY 10018	Contact Person Michael DeNicola Vice President Phone (212) 539-7038

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973 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"/>	12/2/13	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	12/1/13	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	12/2/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/2	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/2	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/2	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/2/13	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	12/1/2013	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	1/30/14	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/2/13	[Signature]	



Contract Summary

Description: Amendment No. 1 to the Agreement for project management services for wastewater recovery permanent repair projects.
Purpose: The wastewater project management agreement includes services for preliminary design, pre-construction, construction and post-construction phase services, as necessary, to develop and deliver the recovery projects. This amendment includes additional services for planning and coordination of "non-Sandy" projects, providing full-time on-site operations staff, and conceptual planning services associated with a potential new ocean outfall.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
Procurement History: The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013. Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one (1) technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen & Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.
Description of General Provisions: The Department is currently implementing permanent repair projects, including mitigation measures, for the various environmental facilities damaged by the effects of hurricane Sandy. We have retained a wastewater project manager to help plan, conceptualize and develop preliminary designs for the construction program associated with implementation of the projects. The environmental facilities which were damaged by Super Storm Sandy include the Bay Park Sewage Treatment Plant, Cedar Creek Water Pollution Control Plant, Cedarhurst Water Pollution Control Plant, Lawrence Sewage Treatment Plant, and various sewage pump stations. The most extensive damage was experienced by the Bay Park STP and the various sewage pump stations. The Department intends that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. This amendment includes additional services for planning and coordination of "non-Sandy" projects, providing full-time on-site operations staff, and conceptual planning services associated with a potential new ocean outfall.
Impact on Funding / Price Analysis: This Amendment shall increase the Agreement cost ceiling by \$5,000,740.00. The new cost ceiling for all services would be \$34,147,665.00. Funding for the services shall be made available from capital project 35121 (Wastewater Facilities Storm Restoration).
Change in Contract from Prior Procurement: n/a.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>		1	35121	\$5,000,740
Control:	35	County		\$	2		\$
Resp:	121	Federal		\$	3		\$
Object:		State		\$			\$
Transaction:		Capital (CSW)		\$5,000,740			\$
		Other		\$			\$
		TOTAL		\$5,000,740		TOTAL	\$5,000,740

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Joseph L. Davenport, Chief Sanitary Engineer**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name: <i>Michael Cohen</i>	Name: <i>Steven J. Labriola</i>	Date: <i>[Signature]</i>
Date: <i>1/31/2014</i>	Date: <i>1/30/14</i>	(For Office Use Only)

E #:

E-262-13

RULES RESOLUTION NO. ³⁷⁵ 2013

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 DEPARTMENT OF PUBLIC WORKS AND HAZEN AND SAWYER/MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS, A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/4/13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with Hazen and Sawyer/Malcolm Pirnie, The Water Division of ARCADIS, a joint venture to provide project management services for wastewater recovery permanent repair projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Hazen and Sawyer/Malcolm Pirnie, The Water Division of ARCADIS, a joint venture

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2013 (together with the appendix hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, NY 10018 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121C between the County and the Firm, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), the Firm performs certain project management services for the County in connection with the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from April 1, 2013, through March 31, 2016 (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 twenty nine million one hundred forty six thousand nine hundred twenty five dollars and no cents (\$29,146,925.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to Amend the Original Services and increase the Maximum Amount to thirty four million one hundred forty seven thousand six hundred sixty five dollars and no cents (\$34,147,665.00); and,

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

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by five million seven hundred forty dollars and no cents (\$5,000,740.00), 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 thirty four million one hundred forty seven thousand six hundred sixty five dollars and no cents (\$34,147,665.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by the Firm under the Original Agreement and this Amendment (the "Amended Services") shall be as described in the attached "Amended Detailed Scope of Services." ✓

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." ✓

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

HAZEN AND SAWYER, P.C.

By: Michael DeNicola
Name: Michael DeNicola
Title: Vice President
Date: November 5, 2013

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: Peter Glus
Name: Peter Glus
Title: Vice President
Date: November 5, 2013

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

HAZEN AND SAWYER, P.C.

By: Michael DeNicola
Name: Michael DeNicola
Title: Vice President
Date: 11/27/13

MALCOLM PIRNIE, THE WATER
DIVISION OF ARCADIS

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: RM
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 3/11/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27th day of November in the year 2013 before me personally came Michael De Nicola 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 Vice President of Hazen and Sawyer P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6069119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2017

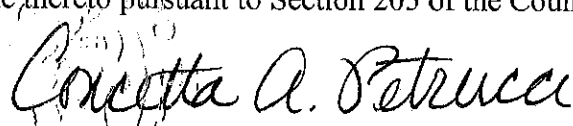
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 11 day of March in the year 2014 before me personally came Richard R. Walker 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. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of November in the year 2013 before me personally came Peter Glus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of Malcolm Pirnie, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

PUTHENPARAMPIL SAMUEL
Notary Public, State of New York
No. 01SA6155282
Qualified in Nassau County
Commission Expires November 6, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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

APPENDIX "A"

AMMENDED DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items
 - 2.2.13 Calculations Log for Major Design Calculations
- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.

- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.
- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for

- 2.22 Ocean Outfall Conceptual Planning - In developing a sustainable vision for Nassau County's wastewater infrastructure, the potential for extending the existing plant outfall into the ocean has a ripple effect on project planning. The firm shall provide conceptual planning services, including: environmental data collection/review; stakeholder engagement; permitting requirements and constraints; and, EIS scoping, all for a potential new ocean outfall for the Bay Park STP.

Field Offices – The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in Appendix M of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"

AMMENDED PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed thirty four million one hundred forty seven thousand six hundred sixty five (\$34,147,665.00) dollars.

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

Task No.	Task Description	Payment Method	Estimated Cost
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$520,762
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$1,041,525
2.6	Scheduling	Multiplier	\$1,562,287
2.7	Permitting/Environmental Review	Multiplier	\$1,041,525
2.8	Cash Flow Forecasting	Multiplier	\$520,762
2.9	Program Management Information System (PMIS)	Multiplier	\$1,562,287
2.10	Meetings	Multiplier	\$833,220
2.11	Constructability Workshop	Multiplier	\$520,762
2.12	Procurement Services	Multiplier	\$520,762
2.13	Project Administration	Multiplier	\$1,041,525
2.14	FEMA Technical Assistance	Multiplier	\$520,763
2.15	Public Relations	Multiplier	\$312,458
2.16	Construction Services	Multiplier	\$4,686,861
2.17	Post-Construction Services	Multiplier	\$1,562,287
2.18	Regional Planning Assistance	Multiplier	\$500,000
2.19	Pilot Demonstration Project Assistance	Multiplier	\$400,000
2.20	"Non-Sandy" Capital Project Coordination	Multiplier	\$2,225,640
2.21	Daily Full-Time Plant Operations Support	Multiplier	\$1,790,100
2.22	Ocean Outfall Conceptual Planning	Lump Sum	\$985,000
	Sub-Total		\$33,292,840
--	Field Offices		\$854,825
	Total Cost Ceiling		\$34,147,665

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages (Direct Labor Costs), as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits,

times a blended multiplier of two and fifty-five hundredths (2.55).

Direct Labor Costs shall include the salaries and wages of the technical employees of the firm and approved sub-consultants.

Maximum Wage Rate Schedule - The salaries of all employees of the firm and approved sub-consultants, rendering services under this Agreement, must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty Five (\$225) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Special Sub-Consultants and Specialty Technical Services - The Firm shall be reimbursed the actual cost of the fees of special sub-consultants and, in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.



CF (Capital) Contract Details

E-112-93

NIFS ID #: CFPW/13000013 NIFS Entry Date: 5/10/13 SERVICE: Term: from 4/1/2013 to 3 years *thw*

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 checked="" type="checkbox"/>	No <input 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 Hazen & Sawyer/Malcolm Pirnie (JV)	
Address 498 Seventh Avenue New York, NY 10018	Contact Person Michael DeNicola Vice President Phone (212) 539-7038

County Department
Department Contact Joseph L. Davenport
Address 3340 Merrick Rd Wantagh NY 11973 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"/>	5/8/13	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	5/8/13	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	5/10/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
5/10/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/10/13	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	5/10/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	5/13/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	5/14/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	7/3/2013	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	8/1/13	<i>[Signature]</i>	

CFPW13000013

Contract Summary

Description: Project management services for wastewater recovery permanent repair projects.

Purpose: The wastewater project management services will include consulting, preliminary design, pre-construction, construction and post-construction phase services, as necessary, to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: The Request for Proposals (RFP) was advertised in Newsday and posted on the County website on January 2, 2013. Technical proposals with separately sealed cost proposals were received on January 18, 2013. As only one (1) technical proposal was received, the Department re-issued and re-advertised the RFP on February 8, 2013. Technical proposals and separately sealed cost proposals were received on March 8, 2013. One (1) proposal was received from the joint venture of Hazen & Sawyer/Malcolm Pirnie, the Water Division of ARCADIS. The proposal was evaluated by representatives of the Department of Public Works.

Description of General Provisions: The Department is in the process of planning for permanent repair projects, including mitigation measures, for the various environmental facilities damaged by the effects of hurricane Sandy. We wish to retain a wastewater project manager to help plan, conceptualize and develop preliminary designs for the construction program associated with implementation of the projects. The environmental facilities which were damaged by Super Storm Sandy include the Bay Park Sewage Treatment Plant, Cedar Creek Water Pollution Control Plant, Cedarhurst Water Pollution Control Plant, Lawrence Sewage Treatment Plant, and various sewage pump stations. The most extensive damage was experienced by the Bay Park STP and the various sewage pump stations. The Department desires that the projects be planned and designed to mitigate recurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement.

Impact on Funding / Price Analysis: The proposed cost ceiling for these services is \$29,146,925.00. Funding for the services shall be made available from capital project 35121 (Wastewater Facilities Storm Restoration).

Change in Contract from Prior Procurement: n/a.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	121
Object:	
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital (CSW)	\$29,146,925
Other	\$
TOTAL	\$29,146,925





LINE	INDEX/OBJECT CODE	AMOUNT
1	35121 600 6500	\$29,146,925
2	400 6500	\$
3	PWCSWCSW/00003	\$
		\$
		\$
		\$
TOTAL		\$29,146,925

RENEWAL	
% Increase	
% Decrease	

QFPRW13000013

Joseph L. Davenport, Chief Sanitary Engineer

Date: **May 1, 2013**

% Decrease	Document Prepared By:	Date:
NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name 	Name 	Date 
Date 7/3/13	Date 7/3/2013	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 16 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF PUBLIC WORKS, AND HAZEN AND
SAWYER/MALCOLM PIRNIE, THE WATER DIVISION OF ARCADIS,
A JOINT VENTURE

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5/20/13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, to provide project management services for wastewater recovery permanent repair projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture.

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 One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Hazen and Sawyer/Malcolm Pirnie, the Water Division of ARCADIS, a joint venture, having its principal office at 498 Seventh Avenue, New York, New York 10018 (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. The term of this Agreement shall commence on April 1, 2013 (the "Commencement Date") and terminate three (3) years from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to 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 consist of project management, planning, and consulting engineering services for the permanent repair projects associated with the County's environmental facilities damaged by Superstorm Sandy. 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 Department 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) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the

County for its own employees, and as have been approved in advance by the Department.

- (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Prolog Software Licenses and support (or similar computer based project management information system), if requested by the Department to use this proprietary information management system.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Direct costs incurred in the establishment, set-up, operation, and/or relocation of the Firm's temporary field office(s).
- (7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as 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 twenty nine million one hundred forty six thousand nine hundred twenty five (\$29,146,925.00) dollars.

(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 "Firm's 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 Appendices "EE" and "U" 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, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty 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's 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's 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's 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, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Firm shall, and shall cause Firm's 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's 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers

licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

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

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

12. Termination.

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

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

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

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

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

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

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

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

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's 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 lefty blank}

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

HAZEN AND SAWYER, P.C.

By: Michael DeNicola
Name: Michael DeNicola
Title: Vice President
Date: 4/24/13

MALCOLM PIRNIE, INC.

By: [Signature]
Name: PIRNE GWS
Title: VICE PRESIDENT
Date: 4/26/13

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 8/1/13

PLEASE EXECUTE IN BLUE INK


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24th day of April in the year 2013 before me personally came Michael DeNicola 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 is the Vice President of Hazen and Sawyer, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR6068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2013

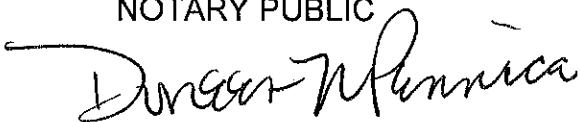
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of August in the year 2013 before me personally came Richard R. Weikert 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



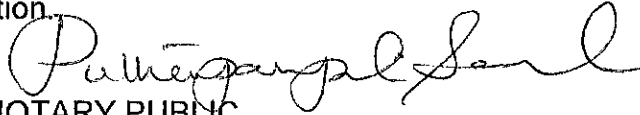
DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20__

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26th day of April in the year 2013 before me personally came Peter Glus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Vice President of Malcolm Pirnie Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

PUTHENPARAMPIL SAMUEL
Notary Public, State of New York
No. 015A0155282
Qualified in Nassau County
Commission Expires November 8, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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

APPENDIX "A"

DETAILED SCOPE OF SERVICES

The Department requires the Wastewater Project Manager (WWPM) to provide consulting, preliminary design, pre-construction, construction and post-construction phase services to develop and deliver the recovery projects. It is anticipated that the recovery projects will involve multiple sites and concurrent and overlapping schedules. The Department desires that the projects be planned and designed to mitigate reoccurrence of damage, minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in maximizing potential FEMA reimbursement. Further, projects may also be funded by the USEPA Clean Drinking Water State Revolving Fund (C/DWSRF) through the New York State Environmental Facilities Corporation (EFC) or other federal funding sources such as Community Development Block Grants (CDBG). The Wastewater Project Manager shall be required to coordinate closely with the County and/or their Countywide Disaster Recovery Program Manager while projects are in development to review project scopes and mitigation plans and determine which funding sources are applicable to certain projects. The Wastewater Project Manager shall develop those projects/procurements in accordance with those requirements. The procedures for C/DWSRF can be viewed at www.nysefc.org under "Resource Library" and requirements for federal grant funding are outlined in 24 CFR Part 85.

The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the various damage assessment reports, emergency work order justification forms, and related documents; and, make recommendations as to the scope of the capital program necessary to achieve the County's goals, which maximize the utilization of available funding, including technical innovations to meet project needs and expedite implementation. Advise the Department regarding the relative life-cycle costs and impacts of the various options, including alternatives for mitigation measures and plant hardening.
- 2.2 Preliminary Design Services – Prepare a coordinated set of Preliminary Design Documents for the complete scope of the recovery projects. Develop contract drawings to a thirty (30) percent level of detail, and include:
 - 2.2.1 Hydraulics (design criteria, hydraulic profiles, hydraulic modeling)
 - 2.2.2 Site and Civil (design criteria, surveys, site plans, yard piping, excavation and backfill requirements, and subsurface alignments)
 - 2.2.3 Electrical (design criteria, coordination with power source supply, single line diagrams, back-up power requirements, major equipment cut sheets, area classifications)
 - 2.2.4 Process / Mechanical (design criteria, plans and sections for major mechanical equipment, major equipment cut sheets, electrical loads, P&IDs, instrument and I/O lists, control strategies, HVAC strategy, fire protection and life safety strategy)
 - 2.2.5 Structural (structural foundations and major structural systems)
 - 2.2.6 Architecture (themes, floor plans, elevations)
 - 2.2.7 Plumbing and Other Utilities (design criteria, plans and sections for major plumbing equipment, major equipment cut sheet)
 - 2.2.8 Instrumentation (SCADA systems, major hardware and software requirements, local and remote control and communications standards)
 - 2.2.9 Landscaping (themes, preliminary planting plans)
 - 2.2.10 Geotechnical Report
 - 2.2.11 Draft Specifications Table of Contents and Manufacturer's Lists
 - 2.2.12 Draft Specifications for Major Items
 - 2.2.13 Calculations Log for Major Design Calculations

- 2.3 Construction Planning Services – Prepare a coordination study to designate laydown areas and staging of work over the plant site.
- 2.4 Maintenance of Plant Operations (MOPO) and Plant Performance Assurance Study (PPAS) – Prepare a coordinated study for the Preliminary Design Documents so that the Plant continues to achieve full compliance with the SPDES permit throughout the period of construction activity.
- 2.5 Budgeting – Prepare AAEE Class III construction estimates for the Preliminary Design Documents to facilitate budgeting and an overall program budget. As projects progress and estimates are prepared during the detailed design phase, review the project budgets, as necessary, to reflect the best available information reflecting the bidding climate. In the event that any project estimate exceeds the budget, confer with the Department and prepare recommendations for bringing the project within budget.
- 2.6 Scheduling - Develop and maintain the sanitary sewer facilities recovery schedule, collaborating with the Department, the Countywide Disaster Recovery Program Manager and other consultants as necessary. The schedule shall include project phases and milestones. Update the project schedule(s) monthly to show progress and changes. As projects progress and delays are encountered, prepare schedule recovery plans to bring the project schedule(s) in alignment with the Departments milestones.
- 2.7 Permitting/Environmental Review – Assist the Department in obtaining all required permits for the recovery projects. As required, conduct the environmental review for the projects in accordance with the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617. The proposing firm should be familiar with New York State regulations regarding environmental review.
- 2.8 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the sanitary sewer facilities recovery projects that will be coordinated with the Countywide Disaster Recovery Program Manager. Update the cash flow projection whenever there is a change which will significantly impact the analysis.
- 2.9 Project Management Information System – The Wastewater Project Manager will facilitate collaboration between the Department, Countywide Disaster Recovery Program Manager and all contracted entities to be involved over the multi-year lifespan of planning, design and construction phases by interfacing directly with the Program Management Information System (PMIS) established by the County's Countywide Disaster Recovery Program Manager. The PMIS is a single, centralized, but fully accessible hub to support tracking and transmittal of deliverable documents integrated with their review, response and final signoff cycles. The Wastewater Program Manager shall provide action items, issues, and decision log entries; schedule updates; design package submittals; QA/QC submittals; construction cost estimates and updates, permit tracking logs, invoices, project progress monthly reports, and other major documents and information relevant to the successful management of the Department's recovery program.
- 2.10 Meetings – Schedule and conduct meetings with the Department, Countywide Disaster Recovery Program Manager, all contracted entities, and other stakeholders, as frequently as necessary to plan and coordinate recovery projects, discuss progress, and solve problems related to the sanitary sewer facilities. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.11 Constructability Workshop – Schedule and conduct constructability workshops with the contracted entities performing detailed design services. The constructability review is

intended to provide the Department with a third party review of the construction documents for effectiveness in communicating information to prospective bidders. The constructability review shall determine if the contract documents have sufficient information needed to bid and construct the project, and avoid misunderstandings and misinterpretations that may lead to conflict, confusion or claims during construction.

- 2.12 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services, including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services, for each of the permanent repair/recovery projects. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.13 Project Administration – Assist the Department in the management and oversight of architect/engineer and contractor activities, conduct project meetings and site visits, review professional/construction work product (deliverables), evaluate plans and construction cost estimates, review payment applications, maintain and update project schedules, and maintain project files.
- 2.14 FEMA Technical Assistance - support the Department and the Countywide Disaster Recovery Program Manager in the FEMA cost recovery process, assist the Department with technical submittals and other related information necessary for FEMA reimbursement, as well as other federal, state or local grant applications.
- 2.15 Public Relations – Assist the Department and the Countywide Disaster Recovery Program Manager in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.16 Construction Services – Provide full time construction liaisons and/or resident engineers for each major recovery project to ensure coordination amongst the Department, Countywide Disaster Recovery Program Manager, construction contractors and other contracted entities.
- 2.17 Post-Construction Services – Where necessary conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of as-built drawings, operation and maintenance manuals, record drawings, etc.
- 2.18 Regional Planning Assistance - The firm shall assist in regional planning related to the future build-out of the County wastewater facilities so that the build-out is in coordination with the Sandy-related repair and mitigation projects, and the projects of other regional wastewater facilities/systems. This assistance includes, but is not limited to, regional planning studies and conceptual designs, meetings, cost estimates, and the preparation of presentation materials.
- 2.19 Pilot Demonstration Project Assistance - The firm shall assist in the procurement and oversight of pilot studies and demonstration projects in regards to technology selection of the most cost-effective permanent repair solutions.

Field Offices – The Wastewater Project Manager will be required to provide its own furnished and equipped office space within the Bay Park plant site, including personal computers and software, copy machines, fax machines, cellular telephones/Blackberries, digital cameras, etc.

Minority Participation Requirements for New York State Environmental Facilities Corporation (NYSEFC) Financing - All phases of this project (engineering services and construction) are eligible for financing through the New York State Environmental Facilities Corporation (NYSEFC). In accordance with NYSEFC requirements for engineering services effective October 2012, the Firm shall make documented "good faith efforts" to utilize at least 20% of the dollar value of the total upper limit of the Agreement to Minority Business Enterprises (MBE) or to Women's Business Enterprises (WBE). Further, the Firm shall also abide by the requirements of local law 14-2002 "Participation by Minority Group Members and Women in Nassau County Contracts". In instances where the requirements between local law 14-2002 and the EFC requirements differ, the more stringent of the requirements shall be followed.

A guidance bid packet detailing the activities to be performed by service providers on projects financed through NYSEFC (effective October 1, 2012) is attached in **Appendix M** of this RFP. The Firm shall be responsible for complying with all NYSEFC requirements as outlined in this guidance bid packet.

NYSEFC may periodically revise the guidance bid packet. Should the guidance bid packet be revised by NYSEFC, the Firm shall be responsible for complying with all requirements in the revised guidance bid packet in effect as of the execution date of the Contract.

APPENDIX "B"

PAYMENT SCHEDULE

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

In consideration of all services, inclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed twenty nine million one hundred forty six thousand nine hundred twenty five (\$29,146,925.00) dollars.

Payment for services under this agreement shall be made either: (i) on the basis of a lump sum; or, (ii) as a multiple of payroll. The method of determining compensation shall be established for each task as set forth below.

<u>Task No.</u>	<u>Task Description</u>	<u>Payment Method</u>	<u>Estimated Cost</u>
2.1	Planning Services	Lump Sum	\$2,603,812
2.2	Preliminary Design Services	Lump Sum	\$7,811,435
2.3	Construction Planning Services	Multiplier	\$520,762
2.4	MOPO & Plant Performance Assurance Study	Lump Sum	\$729,067
2.5	Budgeting	Multiplier	\$1,041,525
2.6	Scheduling	Multiplier	\$1,562,287
2.7	Permitting/Environmental Review	Multiplier	\$1,041,525
2.8	Cash Flow Forecasting	Multiplier	\$520,762
2.9	Program Management Information System (PMIS)	Multiplier	\$1,562,287
2.10	Meetings	Multiplier	\$833,220
2.11	Constructability Workshop	Multiplier	\$520,762
2.12	Procurement Services	Multiplier	\$520,762
2.13	Project Administration	Multiplier	\$1,041,525
2.14	FEMA Technical Assistance	Multiplier	\$520,763
2.15	Public Relations	Multiplier	\$312,458
2.16	Construction Services	Multiplier	\$4,686,861
2.17	Post-Construction Services	Multiplier	\$1,562,287
2.18	Regional Planning Assistance	Multiplier	\$500,000
2.19	Pilot Demonstration Project Assistance	Multiplier	\$400,000
	Sub-Total		\$28,292,100
--	Field Offices		\$854,825
	Total Cost Ceiling		\$29,146,925

The cost indicated above for each task is an estimate and, with the approval of the Department, the estimated amount of individual tasks may be modified, so long as the Total Cost Ceiling is not exceeded.

Lump sum tasks will be paid on a percentage completed basis in accordance with an approved progress payment schedule.

Multiple of payroll tasks will be paid based upon the actual approved salaries or wages, as set forth in the Maximum Hourly wage Rate schedule as defined below, paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and fifty-five hundredths (2.55).

Maximum Wage Rate Schedule - The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule on file with the Department. The Maximum Hourly Wage Rate schedule may be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Seventy Five (\$175) dollars per hour.

Reimbursable Expenses - When approved by the Department, reimbursable expenses shall be paid at the actual costs incurred.

Sub-Consultants, Special Sub-Consultants and Specialty Technical Services - Sub-consultants engaged by the Firm, with the prior written consent of the Commissioner, shall be compensated on the same basis as the Firm. The Firm shall be reimbursed the actual cost of the fees of the sub-consultant and in the case of special sub-consultants; the Firm shall be permitted to claim five (5) percent of the cost of the special sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when

the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors

encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

_____ Michael DeNicola _____ (Name)

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

_____ 212-539-7038 _____ (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.

4/24/2013
Dated

Michael DeNicola
Signature of Chief Executive Officer

Michael DeNicola
Name of Chief Executive Officer

Sworn to before me this

24th day of April, 2013.

W. A. Crayon
Notary Public

WILLIAM A. CRAYON
Notary Public, State of New York
No. 01CR8068119 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires December 24, 2013

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

____ Peter Glus _____ (Name)

____ 27-01 Queens Plaza North, Suite 800 LIC, NY 11101 _____ (Address)

____ 718-397-2378 _____ (Telephone Number)

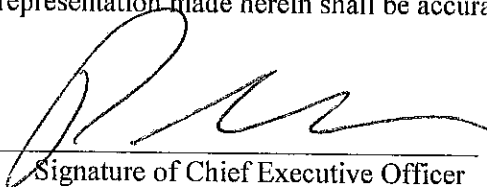
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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.

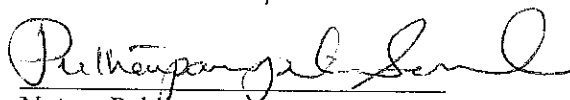
4/26/13
Dated


Signature of Chief Executive Officer

PUTHENSARAMPIL SAMUEL
Name of Chief Executive Officer

Sworn to before me this

26th day of April, 2013.


Notary Public

PUTHENSARAMPIL SAMUEL
Notary Public, State of New York
No. 01SA6155292
Qualified in Nassau County
Commission Expires November 6, 2014

PUTHENSARAMPIL SAMUEL
Notary Public, State of New York
No. 01SA6155292
Qualified in Nassau County
Commission Expires November 6, 2014

Appendix "M"

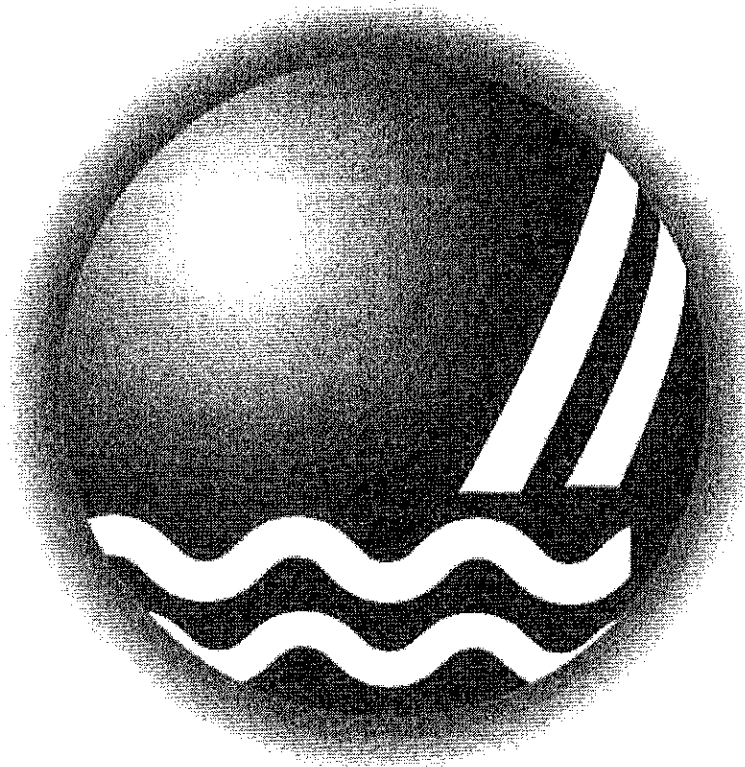
NY State Revolving Fund Bid Packet

For

Non-Construction Contracts and Service Providers

NY State Revolving Fund Bid Packet

For Non-Construction Contracts and
Service Providers



Effective October 1, 2012

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
(800) 882 9721
P: (518) 402-7396 F: (518) 402-7456
www.efc.ny.gov

GUIDANCE FOR NON-CONSTRUCTION CONTRACTS AND SERVICE PROVIDERS

NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS

Administered by the New York State Environmental Facilities Corporation (EFC)

Contents of Packet

- **Guidance: Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs**
A description of the EEO & MWBE Program as it relates to all contracts
- **Contract Language: Required Terms for Project Contracts and Subcontracts**
The required language to be inserted into all service provider contracts to satisfy DBE & MWBE and other Clean/Drinking Water State Revolving Fund (SRF) Program requirements
- **Required Forms**
A list and summary description of forms required for the MWBE, EEO programs.

Applicability:

This guidance applies to service provider (non-construction) contracts are written agreements where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

Purpose of Documents:

Service Providers are required to engage in specific practices for projects with Clean /Drinking Water State Revolving Fund (SRF) funding. This document is meant to assist the Service Provider in complying with requirements of the SRF program by simply including the bid packet in bid documents and executed contracts.

The SRF program requirements incorporate, but are not limited to, the following laws and regulations:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 - "Participation by Disadvantaged Business Enterprises in US EPA Programs"

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet all the requirements of MWBE & DBE regulations in a timely manner may result in withholding of disbursements of SRF funds or other remedies as cited in the SRF financing agreement. This may affect the Service Provider's payments. If this is a project with a not-for-profit entity, please contact EFC for appropriate guidance.

Reference the EFC website to ensure the most recent forms and language. (www.efc.ny.gov/mwbe)

GUIDANCE

Non-Construction and Service Provider Contracts & Agreements:

Equal Employment Opportunity (EEO) and
Minority & Women-Owned Business Enterprise (MWBE)
Programs

A description of the EEO & MWBE Programs as they relate to all contracts funded by
the New York State Revolving Funds.

Guidance EEO & MWBE Programs

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each service provider on an SRF funded project in order to comply with federal and New York State laws and regulations tied to SRF monies. Service Providers on SRF funded projects are required to comply with federal and state MWBE & EEO laws and regulations including NYS Executive Law Article 15A, New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145, as well as the federal requirements of Title 40, Code of Federal Regulations, Part 33 "Participation by Disadvantaged Business Enterprises (DBE) in United States Environmental Protection Agency (EPA) Programs". Service Providers must provide opportunities for MWBE participation on the project and must document their efforts to do so, including providing reports to the Recipient's Minority Business Officer (MBO). In addition, records related to EEO participation on the project must be maintained and submitted to the MBO, such as the EEO Policy Statement and EEO Workforce Utilization Reports.

I. EQUAL EMPLOYMENT OPPORTUNITY – Applies to Prime & Subcontractors

A. WORKFORCE DIVERSITY

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects (EEO Workforce Utilization Report). The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC's website. (www.efc.ny.gov/mwbe - Refer to Guidance Document Folder)

B. EEO POLICY STATEMENT

The EEO Policy Statement documents the service provider's policy of non-discrimination in accordance with federal and state laws. This form must be signed by each potential Service Provider and submitted to the MBO as part of any bid proposal. Blank forms are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

C. EEO WORKFORCE STAFFING PLAN

With the Bid or when offering services, each Service Provider shall submit to the SRF Recipient an *EEO Workforce Staffing Plan* estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website at www.efc.ny.gov/mwbe.

D. EEO WORKFORCE UTILIZATION REPORTS

The Service Provider shall submit the EEO Workforce Utilization Report information on a *quarterly* basis to the SRF Recipient throughout the term of the contract. The Service Provider reports the actual workforce utilized in the performance of the contract during that quarter by the specified categories listed including ethnic background, gender, and Federal occupational categories.

In the case where the Service Provider's work force does *not change* within the reporting period, the Service Provider shall so notify the Recipient in writing by checking the appropriate box on the EEO Workforce Utilization Report.

If the Service Provider is unable to separate the workforce to be utilized on this contract from the total workforce, the Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is the Service Provider's total workforce during the subject time frame, not limited to work specifically under the contract. Blank EEO Workforce Utilization Reports are found in the Required Forms section of this document and at www.efc.ny.gov/mwbe.

II. MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE

It is the policy of the EPA that Recipients of financial assistance offer fair share opportunities for agreements and/or sub-agreements to Disadvantaged Business Enterprises (DBE) and small business as defined by the Small Business Administration (SBA). EFC endorses this policy. DBE & SBA requirements are encompassed in EFC's MWBE program and satisfied by following the guidance provided in this document.

A. APPLICABILITY OF THE EFC MWBE REQUIREMENTS

The MWBE requirements apply to written contracts or agreements between an Recipients and the Service Provider with a value greater than \$25,000, funded with SRF financial assistance, and executed **after October 13, 2010**. Service Provider contracts and agreements funded by SRF monies include services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof. Amendments or change orders for contracts or agreements executed after October 13, 2010 with a value greater than \$25,000 will be subject to the EFC MWBE program as well and the Recipient must require the Service Provider to seek additional MWBE participation for the additional value of the contract.

If the original contracts or agreements are signed after October 13, 2010 with a value equal to or less than \$25,000, but have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, then the full value of the contract will become subject to the EFC MWBE requirements. This includes hourly contracts where the value of the work exceeds the threshold of the \$25,000 value. At the time the work performed and invoiced exceeds the \$25,000 value, the whole contract becomes subject to EFC's MWBE program requirements. In that case, SRF disbursements for work on that contract may be held until the required contract language is verified and an MWBE Utilization Plan is approved.

B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

Based on the report titled The State of Minority and Women-Owned Business Enterprise: Evidence of New York (April 29, 2010) (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout the State. Service Providers shall solicit participation of MWBE contractors (including subcontractors, consultants, and service providers) for SRF funded projects. EFC will require statewide MWBE participation goals based on the execution date of the respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF financial assistance agreement.

Please refer to the EFC website (www.efc.ny.gov/mwbe) and the executed SRF financial assistance agreement to determine the effective date of the EFC MWBE participation goals applicable to all contracts being funded through EFC.

The following MWBE participation goals are applicable to non-construction contracts based on the date of execution, unless MWBE participation goals have been specified for the project in an executed SRF financial assistance agreement.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

10/1/2011 – 9/30/2012	MWBE Combined Goal*
All counties	10%

*May be any combination of MBE and/or WBE participation

10/13/2010 – 9/30/2011	MBE Goals	WBE Goals
All other counties non-NYC	8.8%	8.8%
New York City and Long Island Region (Bronx, Brooklyn, Manhattan, Queens, Staten Island, Nassau, Suffolk)	18.8%	20.5%

C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive credit under the EFC MWBE Program, service providers performing the work identified in an approved MWBE Utilization Plan (See Section E for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Service Providers certified as a Disadvantaged Business Enterprise (DBE) may also receive credit for participation through the EFC MWBE program, at EFC's discretion. Certified service providers may receive credit for MWBE participation.

A list of firms certified in New York State can be found on the ESD website at www.esd.ny.gov/MWBE by navigating to the "Minority & Women Owned Business" tab on the left side of the screen. Searches can be performed by product or vendor.

D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES

At the Time of Bid:

The completed forms listed below shall be part of the official bid submission by each competing service provider:

1. **EPA Form 6100-3 "DBE Subcontractor Performance Form"** – Each potential bidder shall complete this form and submit it to the MBO for each MWBE firm contacted during the bid or proposal preparation process, and make reasonable efforts to obtain signatures from the MBEs and WBEs contacted.
2. **EPA Form 6100-4 "DBE Subcontractor Utilization Form"** – This form shall be completed by each potential bidder and submitted to the MBO as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The MBO should provide a list of those MWBE subcontractors that have indicated an interest in performing work associated with the contract to the potential bidders, who should reach out to these firms as potential MWBE participants.

NOTE: The service provider must document all good faith efforts to seek MWBE participation. See section G for guidance.

Prior to Award of the Contract:

1. **EPA Form 6100-2 "DBE Subcontractor Participation Form"** - Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was sent to the MWBE Subcontractors. (See Required Forms)

After Award of the Contract:

1. Service Providers must document their good faith efforts to provide opportunities for MBE and WBE participation in their contracted work. See Section G for more information on Good Faith Efforts.
2. The service provider must submit the **MWBE Utilization Plan** with the documentation of good faith efforts to the MBO no later than the date of the execution of the contract. Additional guidance on preparing and submitting MWBE Utilization Plans can be found in Section E below. All revisions or amendments to the MWBE Utilization Plan should also be submitted to the MBO no later than the date of execution.

NOTE: Failure by the service provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the service provider of any contract requirements including the completion of the project within the specified contract time.

3. The service provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:
 - i. Actual dollar amount of the subcontract;
 - ii. A job description of the work to be performed by the subcontractor;
 - iii. Signatures of both parties;
 - iv. Date of execution;
 - v. MWBE language (included in this bid packet); and
 - vi. A signed EEO Policy Statement Agreement (See Required Forms)

NOTE: Purchase orders must be accompanied by copies of both sides of cancelled checks.

4. The Service Provider must submit **Monthly Reports** of MBE and WBE participation supplemented with proof of payment made to such MWBE subcontractors to the MBO. Blank monthly report forms are available at www.efc.ny.gov/mwbe or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that subconsultants are paid within 30 days of receipt of payment from the recipient.

Other Service Provider Responsibilities:

1. The Service Provider will continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to the approved MWBE Utilization Plan must be documented in the next monthly report to the MBO and a revised MWBE Utilization Plan should be submitted for approval.

2. The Service Provider will provide written notification to the MBO and EFC of any termination of an MBE or WBE subconsultant. This should be reported as part of the monthly report.
3. The EEO poster shall be displayed at the project site in a visible location. The EEO poster is at <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>
4. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
5. Make all MWBE & EEO documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
6. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, color, creed, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

E. MWBE UTILIZATION PLANS

1. MWBE Utilization Plans are required to be submitted to the MBO no later than the date of execution of the contract.
2. Each Service Provider shall prepare an MWBE Utilization Plan that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE Utilization Plan will reflect the EFC MWBE goals that apply to the contract as well as the service provider's proposed MWBE participation. The service provider will transmit the completed MWBE Utilization Plan form, with all pages filled out, to the MBO. Blank MWBE Utilization Plan forms are available on the EFC website. (www.efc.ny.gov/mwbe).
3. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from:

Empire State Development Corporation
 Division of Minority and Women's Business Development
 625 Broadway
 Albany, New York 12245
 Phone: 1-800-782-8639
www.esd.ny.gov/MWBE.html

4. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

"Commercially useful functions" normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a service provider.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
 - ii. For non-manufacturer suppliers, up to 25% of the MBE/WBE objective may be credited.
 - iii. No credit will be granted for MBEs and/or WBEs acting merely as a passive conduit of funds from one firm to another.
6. **Broker Credit:** Firms that are identified as brokers (on the ESD website or at EFC's discretion) may only be credited up to 25% of their full contract value.
7. **Waiver Request:** Each MWBE Utilization Plan includes a section. If the service provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the service provider shall complete the waiver request portion of the MWBE Utilization Plan, attach appropriate documentation, and submit it to the MBO.
See Section H for more information.
8. **Joint Ventures/Teaming/Protégé-Mentor Arrangements:** EFC may grant MWBE participation credit based on the MWBE contribution to such arrangements. MWBE Utilization Plans that are claiming MWBE participation credit based on a joint venture, teaming arrangement, or a mentor/protégé arrangement are required to submit the following information as part of the MWBE Utilization Plan Form and Joint Venture/Teaming Arrangement Form:
- i. Names, addresses, and federal identification number for each party;
 - ii. The federal identification number of the joint venture, team, or mentor/protégé arrangement, if applicable; and
 - iii. A copy of the agreement between the parties that describes the interest owned by each party to the agreement and the value added by each party.
9. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE Utilization Plan. Upon review and application of the requirements set forth in this guidance, if the MBO finds the UP acceptable, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the service provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the service provider from either the MBO or EFC, the service provider shall respond to such notice within seven (7) business days.

In coordination with the MBO, EFC may accept a Utilization Plan upon consideration of the following factors:

- i. The Utilization Plan indicates that the MWBE proposed goals for the project will be achieved;
- ii. A Service Provider, who is a certified MBE or WBE, may be credited for up to 100% of the *category of their certification*. However, good faith efforts to seek participation in the other category are required.
- iii. Credit for a dual certified MWBE will only be allowed for one category, not both;
- iv. The value and scope of the subcontracted agreement;
- v. A review of the compliance record for the service provider indicates consistency with MWBE requirements;

- vi. The MWBE Utilization Plan offers acceptable alternatives for utilizing MBEs and/or WBEs participation equal to the project goals;
 - vii. The MWBE Utilization Plan partially achieves the project goals but is supported by submission of documentation of adequate good faith efforts by the service provider to create opportunities for MWBE participation on the contract and the appropriate waiver request; or
 - viii. The Utilization Plan presents a joint venture, teaming arrangement, mentor/protégé agreement or other such business arrangement with a MBE or WBE whose value added or participation can be credited towards achieving the project goals.
10. Within 10 days of the final acceptance of a MWBE Utilization Plan or Waiver Request, EFC will post the approved MWBE Utilization Plan or Waiver Request on the EFC website. www.efc.ny.gov/mwbe
 11. In coordination with the MBO, EFC may issue conditional acceptance of Utilization Plans pending further MWBE participation or additional supporting documentation, such as submission of copies of executed subcontracts to the MBO.
 12. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the MWBE Utilization Plan is no longer valid, the service provider shall submit a revised MWBE Utilization Plan to the MBO with the next monthly report. At EFC's discretion, a completely revised MWBE Utilization Plan form and good faith effort documentation may be required to be submitted.
 13. **Projects co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals established for the project by those agencies

F. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with service providers. Subcontractors shall:

1. Maintain their MWBE certifications, and notify the service provider and MBO of any change in their certification status.
2. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
3. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
4. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the service provider prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the service provider prior to award of contract.
5. Ensure that a required EEO Policy Statement is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
6. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or

military status, marital or family status, or any other discrimination prohibited by law.

7. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the subcontractor is not employed as described in the MWBE Utilization Plan.
8. Perform the subcontracted scope of work in a professional and timely manner.

G. GOOD FAITH EFFORT (GFE) DOCUMENTATION

Service Providers shall solicit participation of MWBE service providers (including subcontractor, consultants and service providers) for SRF-funded projects in accordance with the appropriate goals. In the event respective goals are not achieved, the service provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

1. Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with or obtaining supplies or services from MBEs or WBEs.
2. Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website (from <http://www.esd.ny.gov/MWBE/directorySearch.html>) on a statewide basis, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
3. Copies of timely solicitations and documentation that the service provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The service provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	MWBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining

sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

4. Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log
5. Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
6. A written demonstration that the service provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the service provider on another SRF funded project.
7. The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
8. Any other information or documentation that demonstrates the service provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Service Providers and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects.

H. WAIVER REQUESTS

1. Each service provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a service provider may find that it is not possible to meet the MWBE goals. In that case, the service provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO with documentation of the good faith efforts made. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
2. Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO information is submitted as part of the Monthly Report (See EFC website www.efc.ny.gov/mwbe)
3. **Preparation:** As each service provider seeks MBEs and WBEs for participation in their work, they should record and maintain the documentation of these efforts. The waiver request section of the MWBE Utilization Plan should be completed when it is apparent that the MWBE goals for the project cannot be met.
4. **Submission:** Submitting the completed MWBE Utilization Plan with supporting GFE documentation to the MBO to meet the aforementioned MWBE goals, and the indication of the need for a waiver, are factors in determining whether a submission constitutes a completed waiver request. Utilization Plan revisions must be submitted to the MBO as soon as possible, preferably with the next monthly report. Final disbursement request must reflect all Utilization Plans revisions or amendments.

5. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
- i. equipment is made by only one manufacturer,
 - ii. the contract specifications call for equipment that is not available through an MWBE supplier;
 - iii. the equipment is constructed on site by specially trained non-MWBE labor, etc., at the discretion of the MBO and/or EFC.

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount and the goals would be applied to the MWBE Eligible Amount.

Example:

\$200,000	-	\$50,000	=	\$150,000
(Contract)		(Specialty equipment/service)		(MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

I. REPORTING REQUIREMENTS

Monthly Reports: Service Providers are required to submit reports of MWBE participation, and proof of payments to MBEs and WBEs, and updates of workforce information to the MBO on a monthly basis. The report should be submitted no later than 3 calendar days after the end of the month being reported. Blank Monthly Report forms are available on the EFC website or from the MBO.

J. PROTESTS/COMPLAINTS

Subconsultants or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

K. WASTE, FRAUD AND ABUSE

Subconsultants, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740 or the New York State Office of Inspector General at (800) 367-4448.

L. LIQUIDATED DAMAGES

If it has been determined by the Recipient or EFC that the service provider is not in compliance with the requirements herein or refuses to comply with such requirements, or

if service provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, service provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the service provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld by the Recipient, the service provider shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed, unless prior to the expiration of such sixtieth day, the service provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law. If Director of ESD renders a decision in favor of Recipient, the liquidated damages shall be payable.

CONTRACT LANGUAGE

Required Terms for Project Contracts and Subcontracts

This Bid Packet is to be inserted into all service provider (non-construction) contracts and subcontracts to satisfy MWBE requirements.
Check EFC's website (www.efc.ny.gov/mwbe) for updates.

REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and State laws, regulations, and executive orders applicable to this Project:

DEFINED TERMS:

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at www.efc.ny.gov/mwbe.

The term "contractor", as used in this contract or subcontract, means, and applies to, all Service Providers, consultants and service providers as hereinafter defined, unless specifically referred to otherwise.

The term "subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement with a contractor.

The term "EEO policy statement" means a statement of the contractor and subcontractor setting forth at least the following:

- (i) A statement that the contractor will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's

Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

INTERPRETATION:

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

REPRESENTATIONS AND ACKNOWLEDGMENTS OF CONTRACTOR & SUBCONTRACTOR:

The contractor acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The contractor represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Service Providers only), **prior to the execution of this contract.**

Suspension/Debarment - The contractor is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the contractor nor any of its subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

EQUAL EMPLOYMENT OPPORTUNITY (EEO), AFFIRMATIVE ACTION, MWBE AND OTHER COVENANTS:

Contractor and subcontractor shall comply with all federal and State laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at www.efc.ny.gov/mwbe, including but not limited to the Bid Packets.

With respect to this contract, the contractor and subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

MWBE

MWBE Goals - The contractor agrees to pursue MWBE goals in effect at the time of execution of this contract.

10/1/2012 – Present	MWBE Combined Goal*
All counties	20%

*May be any combination of MBE and/or WBE participation

Contractors shall solicit participation of MWBE contractors (including subcontractors, consultants and service providers) for SRF-funded projects in accordance with the aforementioned goals. The contractor must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The contractor agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, contractor will reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

MWBE Utilization Plan (MWBE Utilization Plan requirements apply to contractors and are submitted prior to execution of a contract.) – Each contractor shall prepare and submit to the Recipient for approval an MWBE Utilization Plan, and any revision or amendment thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the contractor's proposed MBE and WBE utilization for this contract and the MWBE participation goals for this contract as established by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for certification from ESD.

In the event that contractor's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, contractor shall complete a waiver request as hereinafter referenced.

Submission – Within 30 days of execution of this contract, contractor shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

Compliance – Contractor agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

Waivers – If contractor's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals, prior to execution of a contract, the contractor shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. Contractor is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from Recipient, Contractor shall respond to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

Contractor shall comply with the requirements set forth in the Bid Packets regarding waivers.

Required Reports - MWBE Monthly Report – Contractor agrees to submit a report to the Recipient by the 3rd business day following each end of month over the term of this contract documenting the progress made towards achievement of the MWBE goals of this contract.

EEO

EEO Workforce Staffing Plan – All Service Provider (non-construction) contractors and subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the service provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted prior to execution of a contract.

Required Reports - EEO Workforce Utilization Reports – Applies to Service Provider (Non-Construction) Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. Contractor shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Contractor and Subcontractor's workforce does not change within the Quarterly period, the Contractor shall notify the Recipient in writing.

Required Reports - EEO Workforce Utilization Reports – Applies to Construction Contracts and Subcontracts

During the term of this contract, the contractor and subcontractor shall submit to the Recipient EEO Workforce Utilization Reports. Contractor and subcontractor shall submit this information on a monthly basis to report the actual labor hours utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information.

All EEO Workforce Utilization Reports submitted by the contractor and subcontractor shall reflect a separation of the workforce utilized in the performance of this contract from contractor or subcontractor's total workforce. Contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided relates to the actual workforce utilized on this contract. If contractor or subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient contractor shall submit the EEO Workforce Utilization Report and indicate that the information provided is contractor or subcontractor's total workforce during the subject time frame, not limited to work specifically under this contract.

Disadvantaged Business Enterprises - The contractor and subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor and subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor and subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Contractors and subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

REMEDIES:

Upon a determination by the Recipient of contractor's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If contractor or subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

Contractor and subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO

Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of contractor non-responsiveness.

Liquidated or Other Damages - If it has been determined by the Recipient or NYSEFC that the contractor is not in compliance with the requirements herein or refuses to comply with such requirements, or if contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, contractor shall pay such liquidated damages to Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, contractor has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director of ESD renders a decision in favor of Recipient.

Blank page

REQUIRED FORMS

FOR SERVICE CONTRACTS/AGREEMENTS

All MWBE & EEO required forms can be found on the EFC website (www.efc.ny.gov/mwbe)

The following attached MWBE & EEO forms are required for the bidding process:

1. EPA Form 6100-2 "DBE Subcontractor Participation Form"
This form is to be distributed to all potential MWBE subconsultants and submit proof that the form was distributed to the MBO.
2. EPA Form 6100-3 "DBE Subcontractor Performance Form"
This form should be completed by each MWBE subconsultant contacted during the proposal preparation process, maintained in the Service Provider's files, and submitted to the MBO with the bid.
3. EPA Form 6100-4 "DBE Subcontractor Utilization Form"
This form should be completed by the Service Provider as an estimate of which MWBE subconsultants will be used on the project, maintained in the Service Provider's files, and submitted to the MBO with the bid.
4. EEO Policy Statement
To be signed by all Service Providers and submitted to the MBO with the bid.
5. EEO Staffing Plan
This form is completed by the Service Provider and submitted with the Utilization Plan to the MBO. It summarizes the character of the work force related to the contract, including subcontracted staff.

The following MWBE & EEO forms are required subsequent to the bid award:

1. MWBE Utilization Plan or Waiver Request
This form is completed by the Service Provider and submitted to the MBO *no later than the date of execution of the contract*.
2. EEO Workforce Utilization Report
This form is completed by the Service Provider and submitted on a Quarterly basis to the MBO. It summarizes the character of the actual work force related to the contract, including subcontracted staff.
3. MWBE Joint Venture/Teaming Arrangement Form
To be completed by the Service Provider and submitted with the Utilization Plan to the MBO if there is a certified MWBE Joint Venture.
4. MWBE Monthly Report Form
To be completed by the Service Provider and submitted to the MBO.
5. MWBE Quarterly Report Form
To be completed by the MBO, from data provided on the monthly reports, and submitted to EFC.



Environmental
Protection Agency

EPA Form 6100-2

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR ¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<div>Subcontractor Signature _____ Title/Date _____</div>		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008

EPA Form 6100-3

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Print Name Title		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008

EPA Form 6100-4
**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT REQUIREMENTS
NEW YORK STATE REVOLVING FUND (SRF)**

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment
Name of Contractor/Service Provider
opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at www.efc.ny.gov/mwbe, if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

Blank page

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – STAFFING PLAN (Revised 3/2012)

(Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:		Date:	

Report Includes – Please select one from the options below:

☐ Workforce utilized on this contract

☐ Contractor/subcontractor's total workforce

Reporting Entity – Please select one from the options below:

☐ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male				Female							
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name (Please Type):

Date:

EQUAL EMPLOYMENT OPPORTUNITY (EEO) – STAFFING PLAN (Revised 3/2012)

INSTRUCTIONS

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractor's total work force, the contractors shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractor's total work force, the contractor shall complete this form for the contractor's or subcontractor's *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

Professionals - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

Technicians - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

Skilled Craftsmen - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

Operatives Semi-Skilled - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

Appendix "N"
CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

**CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS**

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY

21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)** (applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor

may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

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

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

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

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS**

OPPORTUNITIES

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

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal

financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain

and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of New York, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of New York and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments

to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

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

20. ENERGY EFFICIENCY

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

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of New York.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

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

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would

conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.