



Certified: --

E-82-22

Filed with the Nassau County Clerk of
the Legislature July 11, 2022 9:27AM

NIFS ID: CLPW22000020

Capital: X

Contract ID #: CFPW19000020

NIFS Entry Date: 06/16/2022

Department: Public Works

Service: "On Call" CMI Service H670008EM

Term: Amendment is for additional funds only, no change in
contract term.

Contract Delayed:

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

1) Mandated Program:	No
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: M&J Engineering DBA: M&J Engineering	ID#: 300284495
Main Address: 2003 Jericho Turnpike 2nd Fl New Hyde Park, NY 11040	
Main Contact: Roseann Boyd	
Main Phone: (516) 821-7300	

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave Westbury, NY 11580
Phone: (516) 571-9651
Email: svarughese@nassaucountyny.gov, Ekobel@nassaucountyny.gov, ldionisio@nassaucountyny.gov

Contract Summary

Purpose: The original contract H670008EM was to provide On Call Construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to add one million five hundred thousand dollars (\$1,500,000.00) to the cap. The additional funding is necessary because of the depletion of funds due to various task orders issued to the firm. The new total cap amount that the County shall pay to the firm as full consideration for services not to exceed five million dollars (\$5,000,000.00), the amended amount.

Method of Procurement: This Agreement was entered into after a written request for proposals was issued on November 7, 2018. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the

County's eProcurement website. Fifteen (15) of the potential proposers requested copies of the RFP. Proposals were due on December 7, 2018. Fifteen (15) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by; Rakhal Maitra, P.E., Deputy Commissioner, Richard Iadevaio, Superintendent of Highway and Drainage Construction, Garry Desyr, Civil Engineer II and Saji Varughese, Construction inspector II. The proposals were scored and ranked. As a result of the scoring and ranking, the highest nine (9) ranking proposers were selected. Out of those nine (9), one (1) firm was non-responsive the subsequent eight (8) firms were selected for this "On Call Agreement."

Procurement History: This agreement was previously selected through an open competitive process with a cap of one million five hundred thousand dollars (\$1,500,000.00). Amendment #1, added two million dollars (\$2,000,000.00) to the agreement cap. This amendment is to add an additional one million five hundred thousand dollars (\$1,500,000.00) to bring the total cap to five million dollars (\$5,000,000.00).

Description of General Provisions: This is an amendment to add one million five hundred thousand dollars (\$1,500,000.00) to the agreement cap. There will be no change to the term of the contract.

Impact on Funding / Price Analysis: Original Agreement H670008EM (CFPW19000020) with a cap of one million five hundred thousand dollars (\$1,500,000.00) was certified on 9/16/2019. Amendment #1, added two million dollars (\$2,000,000.00) to the cap. With this proposed amendment, there will be a one million five hundred thousand dollar (\$1,500,000.00) cap increase in funding. The new total amount that the County shall pay to the firm as full consideration for services not to exceed five million dollars (\$5,000,000.00) dollars, the amended amount. Funds to be encumbered from Capital Project 61587.

Change in Contract from Prior Procurement: This proposed agreement amendment #2 is to add one million five hundred thousand dollars (\$1,500,000.00) to the existing cap, creating a new cap of five million dollars (\$5,000,000.00).

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 61587 CM1	07	\$0.01
Project Number		61587						
Project Detail		CM1						
TOTAL							\$0.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	109	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$0.01
% Decrease		Other	\$0.00
		Total	\$0.01

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	06/16/2022 11:48AM	Approved
NIFS Final Approval	Roseann D'Alleva	06/16/2022 02:29PM	Approved
Final Approval	Roseann D'Alleva	06/16/2022 02:29PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	06/16/2022 02:37PM	Approved
Final Approval	Roseann D'Alleva	06/16/2022 02:37PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	06/16/2022 03:37PM	Approved
Approval as to Form	Daniel Gregware	06/17/2022 03:02PM	Approved
NIFS Approval	Daniel Gregware	06/17/2022 03:04PM	Approved
Final Approval	Daniel Gregware	06/17/2022 03:04PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	06/16/2022 04:50PM	Approved
NIFA Approval	Christopher Nolan	06/20/2022 04:33PM	Approved
Final Approval	Christopher Nolan	06/20/2022 04:33PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	06/27/2022 02:23PM	Approved
DCE Compliance Approval	Robert Cleary	06/27/2022 02:23PM	Approved
Vertical DCE Approval	Edward Powers	06/27/2022 04:38PM	Approved
Final Approval	Edward Powers	06/27/2022 04:38PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/08/2022 05:00PM	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 COUNTY DEPARTMENT OF PUBLIC WORKS,
AND M&J ENGINEERING, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with M&J Engineering, P.C. in connection with construction management and inspection services for construction activities in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with M&J Engineering, P.C.

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) M&J Engineering, P.C., having its principal office at 2003 Jericho Turnpike, New Hyde Park, NY 11040, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H670008EM between the County and the Firm, executed on behalf of the County on September 16, 2019, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, 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 was from September 16, 2019 through September 15, 2022 (the "Original Term") with two, one (1) year extensions at the discretion of the Commissioner.

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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Maximum Amount")

WHEREAS, Amendment Number 1, increased the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, by Two Million Dollars to Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

Payment. Section 3(a) Maximum Amount shall be revised to increase it by One Million Five Hundred Thousand Dollars (\$1,500,000.00), so that the increased total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Five Million Dollars (\$5,000,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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.

M&J Engineering, P.C.

By: _____

Name: Maqsood Mailk

Title: President

Date: 03/28/2022

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 28th day of March in the year 2022 before me personally came Maqsood Malik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of M&J Engineering, 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

Amalia

ANNA ELIAS
Notary Public, State of New York
No. 01EL6148050
Appointed in Nassau County
Commission Expires 6/19/2022

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2022 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 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

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Compliance with Law.


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

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

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

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

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



Signature

Maqsood Malik, P.E. – President

Printed Name and Title

3/28/2022

Date



Nassau County Interim Finance Authority

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

1. Vendor: M&J Engineering

2. Amount requiring NIFA approval: \$1,500,000.00

Amount to be encumbered: \$0.01

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: to Amendment is for additional funds only, no change in contract term.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? No

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:

The original contract H670008EM was to provide On Call Construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to add one million five hundred thousand dollars (\$1,500,000.00) to the cap. The additional funding is necessary because of the depletion of funds due to various task orders issued to the firm. The new total cap amount that the County shall pay to the firm as full consideration for services not to exceed five million dollars (\$5,000,000.00), the amended amount.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

06/20/2022

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 #: _____

Instructions: Please check the appropriate box (“☒”) after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

Date

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



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:
Maqsood Malik [MMALIK@MJENGINEERS.COM]

Dated: 03/15/2022 12:39:48 PM

Vendor: M&J Engineering, P.C.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Maqsood Malik [MMALIK@MJENGINEERS.COM]

Dated: 03/15/2022 12:41:55 PM

Vendor: M&J Engineering, P.C.

Title: President

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 2003 Jericho Turnpike
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: (516) 821-7300

Other present address(es):
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: 5168217300

List of other addresses and telephone numbers attached

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

President	<u>11/23/2004</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
President		11/23/2004

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.
Mr. Malik is President of M&J Engineering, P.C. (New Jersey)

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.
Awarded contracts from New Jersey Turnpike and NJDOT

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, Maqsood Malik , 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, Maqsood Malik , 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.

M&J Engineering, P.C.

Name of submitting business

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

Maqsood Malik [MMALIK@MJENGINEERS.COM]

President

Title

03/21/2022 03:23:15 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Albert Pozotrigo
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
- Business Address: 2003 Jericho Turnpike
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: (516) 821-7300
- Other present address(es):
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: 5168217300

List of other addresses and telephone numbers attached

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

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

Type	Description	Start Date
Other	Executive Vice President	05/07/2007

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

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

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

YES ☐ NO ☒ If Yes, provide details.

--

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

YES ☒ NO ☐ If Yes, provide details.

Mr. Pozotrigo is Executive Vice President - M&J Engineering, P.C. (New Jersey)

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.

Awarded contracts from New Jersey Turnpike and NJDOT

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, Albert Pozotrigo , 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, Albert Pozotrigo , 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.

M&J Engineering, P.C.

Name of submitting business

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

Albert Pozotrigo [APOZOTRIGO@MJENGINEERS.COM]

Executive Vice President

Title

03/21/2022 03:11:32 PM

Date

Business History Form

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

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

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

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

Date: 03/15/2022

1) Proposer's Legal Name: M&J Engineering, P.C.

2) Address of Place of Business: 2003 Jericho Turnpike

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (516) 821-7300

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:

M&J Engineering, P.C> (New Jersey) Maqsood Malik is als the President of M&J Engineering in NJ, which has

a separate EIN number.

- 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.

The President is the final decision maker for the firm and does and will ensure that no conflicts of interest will transpire. Additionally, there is a no tolerance policy for the conflict of interest adopted in our employee handbook.

- 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;

11/23/2004

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

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

1 File(s) Uploaded: Attachment 1 A-II 3-2022.pdf

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

No officers and directors from this company have been attached.

1 File(s) Uploaded: Attachment 2 A-111 3-2022.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

285

- vi) Annual revenue of firm;

[REDACTED]

- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Attachment 3 Firm Profile 3-2022.pdf

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

1 File(s) Uploaded: Attachment VIII.viii 3-2022.pdf

B. Indicate number of years in business.

18

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

We have grown to nearly 300 employees in the past 18 years, and have been adding new services to our firm; including design-build; GIS; environmental permitting in addition to our core services of Construction management/inspection and ITS/Traffic . design services.

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	NYSDOT		
Contact Person	Michael McCotter		
Address	47-40 21st Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(718) 482-4802		
Fax #			
E-Mail Address	michael.mccotter@dot.ny.gov		

Company	Town of Brookhaven		
Contact Person	Gregg Kelsey, P.E.		
Address	One Independence Hill		
City	Farmingville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6490		
Fax #			
E-Mail Address	gkelsey@brookhaven.org		

Company	NYSDOT		
Contact Person	Craig Ruyle		
Address	47-40 21st Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(917) 682-3130		
Fax #			
E-Mail Address	craig.ruyle@dot.ny.gov		

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

CERTIFICATION

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Name of submitting business: M&J Engineering, P.C.

Electronically signed and certified at the date and time indicated by:
Maqsood Malik, P.E. [MMALIK@MJENGINEERS.COM]

President
Title

03/29/2022 10:09:52 AM
Date

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


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

**M & J ENGINEERING PC
C/O MAQSOOD MALIK
180 BAYVIEW AVE
EAST ISLIP, NY 11730-3807**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 02/01/2022 TO 01/31/2025.



**CERTIFICATE NUMBER
0019261**


BETTY ROSA
COMMISSIONER OF EDUCATION

Laura Curran
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

M&J Engineering dba M&J Engineering

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:

OMA-21-114

Expiration Date:

05/28/2024

05/28/2021

Date

Lionel J. Chitty

Lionel J. Chitty, Executive Director

Attachment 1 - Attachments to Business History Form

Answer to question A. ii)

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

Maqsood Malik, PE., President, [REDACTED]

Albert Pozotrigo, P.E., Executive Vice President, [REDACTED]

Alexandros Constantinides, P.E., Sr. Vice President, [REDACTED]

Arnold Rubenstein, P.E., Sr. Vice President, [REDACTED]

John Pfisterer, P.E. Sr. Vice President, [REDACTED]

Attachment 2 - Attachments to Business History Form

Answer to question A. iii)

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

Maqsood Malik, PE., President, [REDACTED]
Albert Pozotrigo, P.E., Executive Vice President, [REDACTED] Alexandros
Constantinides, P.E., Sr. Vice President, [REDACTED]
Arnold Rubenstein, P.E., Sr. Vice President, [REDACTED]
John Psisterer, P.E., Sr. Vice President, [REDACTED]

Attachment 3 Firm Profile

Firm Profile

M&J Engineering, P.C. (M&J) is a New York State MBE/DBE firm with a local office in New Hyde Park (Nassau County) from which projects will be managed. The principals include five veteran New York PEs with over 30 years' experience with long track records in Construction Inspection and Design, and we have a professional staff exceeding 200.

M&J specializes in construction inspection, ITS and design. Our staff's expertise includes design and construction inspection services for major and complex bridge & highway reconstruction projects, road and rail/transit tunnels, communications and security, and also maintains a full service ITS and Traffic Division.

We have been working extensively with Nassau County Department of Public Works providing both design and construction management services under an On-Call Traffic Engineering Services Agreement and CI Term Agreement. A sampling of project experience include:

- ✓ ***Nassau County Traffic Signal Expansion Phase 7 (Contract No. H6245407)*** - M&J initiated an assignment under GPI to field inventory sidewalks through which conduit were placed that will contain fiber-optic interconnect cable. The work included field survey and preparation of AutoCAD base mapping files derived from the Nassau County GIS system for approximately ten miles on four signal reconstruction corridors.
- ✓ ***Nassau County Accessible Pedestrian Signals*** - M&J completed a task order to develop standards for the deployment of Accessible Pedestrian Signal technology in Nassau County. The task order was to develop an evaluation tool that could be utilized to quickly determine the cost of deploying the technology at particular crosswalks. In addition, national standards were utilized to develop a "needs" analysis worksheet to supplement the cost. The task order also included an evaluation of the current technology and specifications and standards to be utilized in future deployments. Based on the work, the deliverables will be utilized to do a conceptual design for nineteen existing intersections.
- ✓ ***Phase V Signal System Design*** – M&J developed the design for the fiber optic interconnect cable along Lakeville Rd from Union Turnpike to the LIE.
- ✓ ***Long Beach Signal Design*** – M&J is providing design services for the traffic signal replacement project PW-T62023-03D) which includes county-owned and maintained signals at various locations within the City of Long Beach and the hamlets of Lido Beach and Point Lookout.
- ✓ ***Merrick Road over Milburn Creek Bridge*** - The project consists of the rehabilitation of Milburn Creek Bridge and the associated reconstruction of a section of Merrick Road. M&J Engineering, PC, is providing construction management and inspection services and civil/site construction management for this Federally funded, locally administered project, which will follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).
- ✓ ***On-Going Construction Inspection of On-Call Traffic Intersection Upgrades*** – From March, 2007 to 2011 M&J has provided a full-time Senior Inspector for this project who works under the daily supervision of the County. Under this assignment, the Senior Inspector supervises the On-Call Contractor who is rebuilding intersections that were designed under the design effort.
- ✓ ***Nassau County Incident Management System Inspection for Old Country Road*** - M&J has been selected by the County to provide a Resident Inspector that will supervise the work of the contractor in constructing numerous field CCTV, fiber optic interconnect cable, and central head-end equipment.
- ✓ ***Searingtown Road and Americana Mall Traffic Signal Replacement Design*** – M&J completed the full design of the traffic signal reconstruction at Searingtown Road and Americana Mall. The work included field survey, base mapping, and preliminary and final design drawings. Work included resolution of comments with Nassau County staff and the design drawings were finalized and submitted to the County for construction.

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

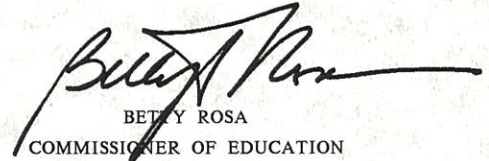
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**M & J ENGINEERING PC
C/O MAQSOOD MALIK
180 BAYVIEW AVE
EAST ISLIP, NY 11730-3807**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 02/01/2022 TO 01/31/2025.



**CERTIFICATE NUMBER
0019261**


BETTY ROSA
COMMISSIONER OF EDUCATION

Laura Curran
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

M&J Engineering dba M&J Engineering

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:

OMA-21-114

Expiration Date:

05/28/2024

05/28/2021

Date

Lionel J. Chitty

Lionel J. Chitty, Executive Director

COUNTY OF NASSAU

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

1. Name of the Entity: M&J Engineering, P.C.

Address: 2003 Jericho Turnpike

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040

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):

3 File(s) uploaded Question 4 3-2022.pdf, Question 4 3-2022.pdf, Question 4 3-2022.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.

Same as above

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.

M&J Engineering, P.C. (New Jersey) is an affiliate
The affiliate will not be participating in this project/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:
Maqsood Malik [MMALIK@MJENGINEERS.COM]

Dated: 03/15/2022 02:53:17 PM

Title: President

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.

Attachment 1 - Attachments to Business History Form

Answer to question A. ii)

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

Maqsood Malik, PE., President, [REDACTED]

Albert Pozotrigo, P.E., Executive Vice President, [REDACTED]

Alexandros Constantinides, P.E., Sr. Vice President, [REDACTED]

Arnold Rubenstein, P.E., Sr. Vice President, [REDACTED]

John Pfisterer, P.E. Sr. Vice President, [REDACTED]

Attachment 1 - Attachments to Business History Form

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Arnold Rubenstein, P.E., Sr. Vice President, [REDACTED]

John Pfisterer, P.E. Sr. Vice President, [REDACTED]

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Alexandros Constantinides, P.E., Sr. Vice President, [REDACTED]

Arnold Rubenstein, P.E., Sr. Vice President, [REDACTED]

John Pfisterer, P.E. Sr. Vice President, [REDACTED]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

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 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 Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Kevin M. Esler PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com													
INSURED M&J Engineering, PC 2003 Jericho Tpke New Hyde Park NY 11040		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Selective Insurance Co. of America</td><td>NAIC # 12572</td></tr><tr><td>INSURER B: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER C: Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER D: Navigators Insurance Company</td><td>42307</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Selective Insurance Co. of America	NAIC # 12572	INSURER B: Evanston Insurance Company	35378	INSURER C: Admiral Insurance Company	24856	INSURER D: Navigators Insurance Company	42307	INSURER E:		INSURER F:	
INSURER A: Selective Insurance Co. of America	NAIC # 12572														
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INSURER C: Admiral Insurance Company	24856														
INSURER D: Navigators Insurance Company	42307														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Master 22-23 PL**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	X		S2390782	10/17/2021	10/17/2022	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"/> Includes Contractual & XCU coverage per						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			Includes coverage within 50' of RR			GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							Valuable Papers-per Occurrence \$ 500,000
A	AUTOMOBILE LIABILITY			S2390782	10/17/2021	10/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			S2390782	10/17/2021	10/17/2022	EACH OCCURRENCE \$ 10,000,000
B	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKL1V1EUE100951 Excess/Excess	10/17/2021	10/17/2022	each occurrence/aggregate \$ \$5M/\$5M
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9068704	10/17/2021	10/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof & Pollution Liability			EO000043505-05	3/16/2022	3/16/2023	Per Claim/Aggregate Limit \$5M/\$5M
D	Excess Professional Liability			NY22MPLZ04L45IV	3/16/2022	3/16/2023	Per Claim/Aggregate Limit \$5M/\$5M

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

RE: : Contract H670008EM-OnCall CM Hwy-Bridges

Additional Insured - Nassau County, County Department of Public Works as respects general liability where required by written contract. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590, NY

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

Kevin Esler/JEAN

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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: March 1, 2022

SUBJECT: On-Call CM Services – Highway/Bridge
Agreement No. H670008EM
Encumbrance No. CFPW19000020
Amending Cap “On Call” Agreement
“On Call” Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured M&J Engineering, P.C. to provide “On Call” Construction Management and Inspection services through an open RFP. This agreement was signed on September 16, 2019, for a duration of three (3) years with two (2) one- year extensions at the Commissioner’s discretion having a one million five hundred thousand-dollar (\$1,500,000.00) cap. With Amendment 1, this cap increased by two million (\$2,000,000.00) for a maximum cap of three million five hundred thousand dollars (\$3,500,000.00). The Department awarded five (5) task orders to this firm and after encumbering funds for multiple years for these task orders, there is no space left in the cap for any additional task orders. Now the Department of Public Works is requesting to increase the cap by one million five hundred thousand dollars (\$1,500,000.00). The total Maximum Amount that the County shall pay to the Firm as full consideration for services shall not exceed five million dollars (\$5,000,000.00) (the “Amended Maximum Amount”).

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.



Kenneth G Arnold
Commissioner

KGA:TMG:ac

c: Thomas M George, Deputy Commissioner
Roseann D’Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager III

APPROVED:



Edward W. Powers Date
Deputy County Executive

DISAPPROVED:

Edward W. Powers Date
Deputy County Executive



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Maqsood Malik, P.E.

03/29/22

Name and Title of Authorized Representative

m/d/yy



Signature

03/29/22

Date

M&J Engineering, P.C.

Name of Organization

2003 Jericho Turnpike, New Hyde Park, NY 11040

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-145-20**

Certified: 04-FEB-21 -- BFOX

NIFS ID:CLPW20000028 Department: Public Works**Capital: X**

SERVICE: Amendment #1 H670008EM "On Call" CM/CI Services

Contract ID #:CFPW19000020

NIFS Entry Date: 06-OCT-20

Term: from 16-SEP-19 to 15-SEP-22

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

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

Vendor Info:	
Name: M&J Engineering, P.C.	Vendor ID#: [REDACTED]
Address: 2003 Jericho Turnpike New Hyde Park 11040	Contact Person: Maqsood Malik
	Phone: 516 821 7300

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave, Westbury, NY 11580
Phone: 571 9651

Routing Slip

Department	NIFS Entry: X	07-OCT-20 -- LDIONISIO
Department	NIFS Approval: X	14-OCT-20 -- RDALLEVA
DPW	Capital Fund Approved: X	14-OCT-20 -- RDALLEVA
OMB	NIFA Approval: X	14-OCT-20 -- CNOLAN
OMB	NIFS Approval: X	14-OCT-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	14-OCT-20 -- AAMATO
County Atty.	Approval to Form: X	15-OCT-20 -- NSARANDIS
CPO	Approval: X	16-OCT-20 -- KOHAGENCE

DCEC	Approval: X	19-OCT-20 -- JCHIARA
Dep. CE	Approval: X	20-OCT-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	28-OCT-20 -- JSCHANTZ
Legislature	Approval: X	10-NOV-20 -- CALBERT
Comptroller	Deputy: X	11-JAN-21 -- JSCHOEN
NIFA	NIFA Approval: X	27-JAN-21 -- MWORSHAM

Contract Summary

Purpose: This amendment is for additional funds for on-call construction management and inspection services for all construction activities in the Highway/Bridge unit. This amendment will add \$2,000,000.00 to the cap.
Method of Procurement: For the original agreement, RFP issued on 11/7/2018. proposals were received on 12/7/2018. 15 proposals were received and evaluated by Rakhal Maitra, Deputy Commissioner, Richard Iadevaio, Supt. of Highway and Drainage Construction, Garry Desyr, Civil Engineer II and Saji Varughese, Construction Inspector II. 8 firms were selected from this RFP.
Procurement History: This agreement was previously selected through an open competitive process with a cap of one million and five hundred thousand dollars. This is an amendment to add \$2,000,000.00 to the cap.
Description of General Provisions: The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services for various Highway, Bridge and County infrastructure projects. On-call construction management and inspection services for Nassau County highways and bridges. This amendment is to add \$2,000,000.00 to the cap. There will be no change to the term of the contract.
Impact on Funding / Price Analysis: With this amendment, there is maximum \$2,000,000.00 cap increase in funding. The new total maximum that the County shall pay to the firm as full consideration for services not to exceed three million five hundred thousand (\$3,500,000.00) dollars. Capital Project 61587.
Change in Contract from Prior Procurement: This agreement amendment #1 is to add \$2,000,000.00 to the cap with a new cap of \$3,500,000.00. Capital Project 61587.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		4	PWCAPCAP-61587-00003-CM1	\$ 0.01
Resp:	587	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	CM1	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

**E-145-20**

Certified:

NIFS ID:CLPW20000028 Department: Public Works**Capital: X**

SERVICE: Amendment #1 H670008EM "On Call" CM/CI Services

Contract ID #:CFPW19000020

NIFS Entry Date: 06-OCT-20

Term: from 16-SEP-19 to 15-SEP-22

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

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

Vendor Info:	
Name: M&J Engineering, P.C.	Vendor ID#: [REDACTED]
Address: 2003 Jericho Turnpike New Hyde Park 11040	Contact Person: Maqsood Malik
	Phone: 516 821 7300

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave, Westbury, NY 11580 Phone: 571 9651

Routing Slip

Department	NIFS Entry: X	07-OCT-20 -- LDIONISIO
Department	NIFS Approval: X	14-OCT-20 -- RDALLEVA
DPW	Capital Fund Approved: X	14-OCT-20 -- RDALLEVA
OMB	NIFA Approval: X	14-OCT-20 -- CNOLAN
OMB	NIFS Approval: X	14-OCT-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	14-OCT-20 -- AAMATO
County Atty.	Approval to Form: X	15-OCT-20 -- NSARANDIS
CPO	Approval: X	16-OCT-20 -- KOHAGENCE

DCEC	Approval: X	19-OCT-20 -- JCHIARA
Dep. CE	Approval: X	20-OCT-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	28-OCT-20 -- JSCHANTZ
Legislature	Approval: X	10-NOV-20 -- CALBERT
Comptroller	Deputy: X	11-JAN-21 -- JSCHOEN
NIFA	NIFA Approval: X	27-JAN-21 -- MWORSHAM

Contract Summary

Purpose: This amendment is for additional funds for on-call construction management and inspection services for all construction activities in the Highway/Bridge unit. This amendment will add \$2,000,000.00 to the cap.
Method of Procurement: For the original agreement, RFP issued on 11/7/2018. proposals were received on 12/7/2018. 15 proposals were received and evaluated by Rakhal Maitra, Deputy Commissioner, Richard Iadevaio, Supt. of Highway and Drainage Construction, Garry Desyr, Civil Engineer II and Saji Varughese, Construction Inspector II. 8 firms were selected from this RFP.
Procurement History: This agreement was previously selected through an open competitive process with a cap of one million and five hundred thousand dollars. This is an amendment to add \$2,000,000.00 to the cap.
Description of General Provisions: The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services for various Highway, Bridge and County infrastructure projects. On-call construction management and inspection services for Nassau County highways and bridges. This amendment is to add \$2,000,000.00 to the cap. There will be no change to the term of the contract.
Impact on Funding / Price Analysis: With this amendment, there is maximum \$2,000,000.00 cap increase in funding. The new total maximum that the County shall pay to the firm as full consideration for services not to exceed three million five hundred thousand (\$3,500,000.00) dollars. Capital Project 61587.
Change in Contract from Prior Procurement: This agreement amendment #1 is to add \$2,000,000.00 to the cap with a new cap of \$3,500,000.00. Capital Project 61587.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		4	PWCAPCAP-61587-00003-CM1	\$ 0.01
Resp:	587	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	CM1	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

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 M & J ENGINEERING, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with M & J Engineering, P.C. for Construction Management/Inspection Services in connection with the Highway/Bridge Unit, 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 M & J Engineering, P.C.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) M&J Engineering, P.C., having its principal office at 2003 Jericho Turnpike, New Hyde Park, NY 11040, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008EM between the County and the Firm, executed on behalf of the County on September 16, 2019, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, 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 was from September 16, 2019 through September 15, 2022 (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 One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

Payment. Section 3(a) Maximum Amount shall be revised to increase it by Two Million Dollars (\$2,000,000.00), so that the increased total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

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.

M&J Engineering, P.C.

By: 

Name: Maqsood Malik, P.E.

Title: President

Date: 12/24/2019

NASSAU COUNTY

By: 

Name: BRIAN J. SCHWEDLER

Title: County Executive

☒ Deputy County Executive

Date: FEBRUARY 3, 2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 24 day of December in the year 2019 before me personally came Magsood Malik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of M2J Engineering, 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

Anna Elias

Anna Elias
Notary Public, State of New York
No. 01EL6148050
Appointed in Nassau County
Commission Expires 6/19/2022

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3 day of February in the year 2020 before me personally came Dorian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Tanya L. Carter



TANYA L. CARTER
Notary Public, State of New York
No. C1CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Compliance with Law.

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

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

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

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

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

Signature

A handwritten signature in black ink, appearing to be 'Maqsood Malik', written over a horizontal line.

Maqsood Malik, P.E., President

Printed Name and Title

December 27, 2019

Date

E-152-19


NIFS ID:CFPW19000020 Department: Public Works
Capital: X

SERVICE: On Call Const Mgmt/inspection Svcs H670008EM

Contract ID #:CFPW19000020 NIFS Entry Date: 07-MAY-19 Term: from to

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

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

Vendor Info:	
Name: M&J Engineering, P.C.	Vendor ID: [REDACTED]
Address: 2003 Jericho Turnpike New Hyde Park, NY 11040	Contact Person: Maqsood Malik
	Phone: 516 821 7300

Department:
Contact Name: Saji Varughese
Address: 1194 Prospect Ave Westbury, NY 11590
Phone: 571 9651

Routing Slip

Department	NIFS Entry: X	07-MAY-19 -- LDIONISIO
Department	NIFS Approval: X	08-MAY-19 -- RDALLEVA
DPW	Capital Fund Approved: X	08-MAY-19 -- RDALLEVA
OMB	NIFA Approval: X	15-MAY-19 -- CNOLAN
OMB	NIFS Approval: X	09-MAY-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	09-MAY-19 -- AAMATO
County Atty.	Approval to Form: Y	09-MAY-19 -- NSARANDIS
CPO	Approval: X	17-MAY-19 -- KOHAGENCE
DCEC	Approval: X	21-MAY-19 -- JCHIARA

Dep. CE	Approval: X	21-MAY-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-JUL-19 -- JSCHANTZ
Legislature	Approval: X	16-JUL-19 -- LVOCATURA
Comptroller	Deputy: X	15-AUG-19 -- JSCHOEN
NIFA	NIFA Approval: X	13-SEP-19 -- MWORSHAM

Contract Summary

Purpose: Approval of an On Call Agreement with M&J Engineering, P.C. to provide Professional Construction Management and Inspection Services for Various Nassau County projects. The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services for various Highway, Bridge and County infrastructure project.
Method of Procurement: A qualification-based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures
Procurement History: The Contract was entered into after a written request for proposals was issued on November 7, 2018. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Fifteen (15) of potential proposers requested copies of the RFP. Proposals were due on December 7, 2018. Fifteen (15) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by, Rakhal Maitra, P.E., Deputy Commissioner, Richard Iadevaio, Superintendent of Highway and Drainage Construction, Garry Desyr, Civil Engineer II and Saji Varughese, Construction inspector II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest nine ranking proposer was selected. Out of nine, one firm was non responsive and eight firm were selected for On Call agreement. For more information, please refer to the attached RTI_ part II Memorandum.
Description of General Provisions: Contract for services conforms to model personal services contract developed and approved by the office of the County Attorney.
Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from various capital Projects. This agreement will expire 36 months after its execution and has a maximum payment limitation of one million and five hundred thousand (1,500,000.00) dollars.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP-61587-CM1	\$ 250,000.00
Control:	61	Contract				\$ 250,000.00
Respt.:	587					\$ 0.00
Obj.:	30003					\$ 0.00
Function:	CF					\$ 0.00
Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	CM1	Capital	\$ 250,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 250,000.00			\$ 0.00
RENEWAL						

% Increase					TOTAL	\$ 250,000.00
% Decrease						



E-152-19

NIFS ID:CFPW19000020 Department: Public Works

Capital: X

SERVICE: On Call Const Mgmt/inspection Svcs H670008EM

Contract ID #:CFPW19000020 NIFS Entry Date: 07-MAY-19 Term: from to

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

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

Vendor Info:	
Name: M&J Engineering, P.C.	Vendor ID# [REDACTED]
Address: 2003 Jericho Turnpike New Hyde Park, NY 11040	Contact Person: Maqsood Malik
	Phone: 516 821 7300

Department:
Contact Name: Saji Varughese
Address: 1194 Prospect Ave Westbury, NY 11590
Phone: 571 9651

2019 JUL -3 4 11:27
 CLERK OF SUPREME COURT
 NASSAU COUNTY

Routing Slip

Department	NIFS Entry: X	07-MAY-19 -- LDIONISIO
Department	NIFS Approval: X	08-MAY-19 -- RDALLEVA
DPW	Capital Fund Approved: X	08-MAY-19 -- RDALLEVA
OMB	NIFA Approval: X	15-MAY-19 -- CNOLAN
OMB	NIFS Approval: X	09-MAY-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	09-MAY-19 -- AAMATO
County Atty.	Approval to Form: X	09-MAY-19 -- NSARANDIS
CPO	Approval: X	17-MAY-19 -- KOHAGENCE
DCEC	Approval: X	21-MAY-19 -- JCHIARA

Dep. CE	Approval: X	21-MAY-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-JUL-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Approval of an On Call Agreement with M&J Engineering, P.C. to provide Professional Construction Management and Inspection Services for Various Nassau County projects. The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services for various Highway, Bridge and County infrastructure project.

Method of Procurement: A qualification-based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures

Procurement History: The Contract was entered into after a written request for proposals was issued on November 7, 2018. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Fifteen (15) of potential proposers requested copies of the RFP. Proposals were due on December 7, 2018. Fifteen (15) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by, Rakhal Maitra, P.E., Deputy Commissioner, Richard Iadevaio, Superintendent of Highway and Drainage Construction, Garry Desyr, Civil Engineer II and Saji Varughese, Construction inspector II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest nine ranking proposer was selected. Out of nine, one firm was non responsive and eight firm were selected for On Call agreement. For more information, please refer to the attached RTI_part II Memorandum.

Description of General Provisions: Contract for services conforms to model personal services contract developed and approved by the office of the County Attorney.

Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from various capital Projects. This agreement will expire 36 months after its execution and has a maximum payment limitation of one million and five hundred thousand (1,500,000.00) dollars.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP-61587-	\$ 250,000.00
Control:	61	State	\$ 0.00			\$ 0.00
Sub:	537	Federal	\$ 0.00			\$ 0.00
Object:	00003	State	\$ 0.00			\$ 0.00
Transaction:	CF	Capital	\$ 250,000.00			\$ 0.00
Project #:	61587	Other	\$ 0.00			\$ 0.00
Detail:	CM1	TOTAL	\$ 250,000.00			\$ 0.00
RENEWAL						

% Increase					TOTAL	\$ 250,000.00
% Decrease						

E-152-19

206
RULES RESOLUTION NO. — 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND M & J ENGINEERING, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Vote: Yeas 7-15-19
VOTING:
Yeas 7 Nays 0 Absent 0 Present 0
7 Legislature present

WHEREAS, the County has negotiated a personal services agreement with M & J Engineering, P.C. for "On-Call" Construction Management Services, for the Construction Management Unit: Highway/Bridge Construction Group, 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 M & J Engineering, P.C.

CONTRACT FOR SERVICES
H670008EM

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) M&J Engineering, P.C. having its principal office at 2003 Jericho Turnpike, New Hyde Park, NY 11040 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two - 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. Any task order issued to the Firm, **prior to the Expiration Date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services

(a) The services to be provided by the Firm under this Agreement may involve, but are not limited to, providing "On-Call" Professional Construction Management Services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, wildlife biologists, specialized engineering services, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services for various Highway and Bridge related projects. All services mentioned in the firm's proposal shall be provided at the discretion of the Commissioner. The scope of services required for a particular project will be identified, described

in writing and distributed to the successful firms for consideration under separate task orders. When requested, each firm shall submit a short proposal for review/evaluation by the Department. The short proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the Task proposal. After review of the Task proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence Task Orders. Work under this agreement may be subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software (CEES, EBO) shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP), as applicable. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00), unless otherwise amended.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

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

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

8. Minimum Service Standards.

Regardless of whether required by Law:

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting.

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

12. Work Performance Liability.

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

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

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

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

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

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

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

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

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

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

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

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

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

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

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

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

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

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

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

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

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

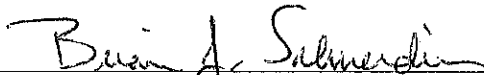
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

M&J Engineering P.C.

By: 
Name: Magsood Malik
Title: President & CEO
Date: May 2, 2019

NASSAU COUNTY

By: 
Name: Brian J. Schneider
Title: County Executive
☒ Deputy County Executive
Date: 9-16-19

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2nd day of May in the year 2019 before me personally came Maqsood Malik to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of M&J, 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

TINAMARIE MALFA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 41-4915636
Qualified in Nassau County
Commission Expires Dec. 21, 2021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16 day of September in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Tamara Cuervo
TAMARA CUERVO
Notary Public, State of New York
No. 0104607055
Qualified in Nassau County
Commission Expires April 15, 2022

Exhibit "A"

Detailed Scope of Services

Scope of Services.

These services may involve, but are not limited to, providing "On-Call" Professional Construction Management Services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, wildlife biologists, specialized engineering services, field survey parties, evaluation of contractor claims, pre-bid constructability reviews, and construction related engineering services for various Highway, Bridge and projects related to County infrastructure related projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration under separate task orders. Each firm will submit a task proposal for review/evaluation by the Department. The proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the Task proposal. After review of the proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence Task Orders under this agreement. Work may be subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software (CEES, FBO) shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP), as applicable.

The scope of services to be performed in the respective phases (which may overlap) is summarized below.

1. Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project, in which the task order is being issued to provide CM services. The contract award package is then submitted to NYSDOT Construction for their review and concurrence, as applicable for Federal Aid projects. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection by NYSDOT Construction, as applicable for Federal Aid Projects. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the CM should submit all necessary Close-out Documents to the project manager as per Chapter 17 of the PLAFAP manual to send to NYSDOT for their review and concurrence, as applicable for Federal Aid projects. Contract closeout is generally scheduled to be completed in 3 months following the completion of this project.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed materials for the project. The post construction phase shall include all supporting documentation and close out paperwork in accordance with Federal Aid policies and procedures. This includes Chapter 17 of the PLAFAP manual for State Local Agreement Close Out, as applicable for Federal Aid projects.

- 1.3 General Construction Administration – The CM shall provide administration of the Projects and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels etc.
- 1.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Engineer those conditions which differ substantially from the information contained in the Construction Documents. Special attention shall be paid to the Contractor's conformance with the various permits applicable to these projects. Collaboration among the County and Engineer will be required to ensure that all permit conditions are met and modifications to the Contract Documents are agreed upon, as needed.
- 1.5 Erosion and Sediment Control– The CM team must make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall hold a valid certification for NYSDEC 4-hour erosion & sediments control training. In essence, a diary shall be maintained indicating all necessary precautions have been taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.)
- 1.6 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of CC with respect to conformance to the Construction Documents. The CM shall provide and use necessary equipment for testing concrete (slump, air, etc.) and shall be responsible for acceptance of all materials in place. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing to be performed by Nassau County Laboratory and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County, Engineer and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
- 1.6.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports by RE and Inspector's daily reports (IDR) documenting the type and location of work performed, each contractor's labor and equipment, and

all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the work, taking such steps (on behalf of the County) as are authorized under the CC contract, to ensure that the CC workforce is sufficient and the Work is being diligently prosecuted in strict compliance with the contract documents.

1.6.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.), approval of subcontractors and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, supplementary bulletins, change orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CC submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer or review and approval; within 48 hours of receipt by CM of the CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock, if any provided by the CC.

1.6.3 CC Payment – Receive review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC payment requests with the progress of the work, and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the work has progressed to the point indicated, and the quality of the work is in accordance with the Contract Documents. In addition, the CM shall track payments to the CC, document construction expenditures.

1.6.4 Meetings – schedule and conduct regular weekly meetings with the CC, the Engineer, the County, and others, where necessary to plan and coordinate the work, discuss progress, and solve problems related to the Projects. The CM shall also attend weekly meetings with the County and/or the Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.6.5 Reporting – The CM shall prepare bi-weekly written progress reports and forward digitally the same to the County, no later than one week from the due date. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative – Supported by photographs and the project schedule

- updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – Log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary – Include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – Attach photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.
- J. Accident report, if any and measures taken to stop recurrence.

1.6.6 Safety – The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information to the CC. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

- A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy.
- B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence
- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any

deficiencies as well as safety during upcoming work on the look-ahead schedule.

- G Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.6.7 Changes Orders— The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review CC proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work, including any special conditions or effects on the various permits. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.6.8 Scheduling — The CM shall, with the cooperation of the CC, prepare the Construction Schedule. If so, directed by the Commissioner or his/her representative. The Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The CM shall evaluate the CC's request for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. If project requires the CC to submit schedule, CM shall verify and accept baseline and monthly updates show progress. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC. Review schedule updates as necessary to check changes and show the impact of changes to the critical path and completion milestones. Confer with the CC and prepare recovery schedules, as needed. Prepare delay analysis and resolve dispute/delay claims.

1.6.9 Cash Flow Forecast — With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

1.7 Temporary Office — For Resident Engineer/ Office engineer, office space, phone and a desktop computer will be provided at the 1194 Prospect Ave, Westbury. Anything else needed to perform the required task shall be provided by the consultant firm, including office supplies, copy paper, ink/toner, etc.

2. Post-Construction Phase Services

2.1 Contract Closeout — Conduct final inspections of the completed projects with the County and assist the Engineer, who will prepare detailed punch lists (observed discrepancies,

deficiencies and incomplete items of work), as required. If the projects are completed in sections then multiple final inspections may be needed. Compile project's records and documents collected during the construction phase. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. The firms selected to provide these services will each be awarded a two (2) year Agreement with the County, with a provision to extend the Agreement for a third year of service.

2.2 Claims and Disputed Work – The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Engineer for interpretation. Confer with the Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Engineer's determination, where applicable.

2.3 Preparation of Contract Closeout Documentation – The CM shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP manual. Specifically, the Close Out documents should include Section 17.2.1, 'Sponsor's Submission to the Region. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage, as applicable for Federal Aid projects.

3. Additional Services

3.1 Extended Construction and/or Post Construction Phase Services – The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services.

3.2 Extra Services and Reimbursable Expenses as per the agreement and Exhibit B.

4. Task Order Procedures

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

4.1 Task Order Issuance and Submission of Proposal - In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Task Order') that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the selected

Firms. If the Task order is sent to the selected Firms, the Firm shall:

- 4.1.1 Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
- 4.1.2 Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order.

4.2 Department Review of Technical and Cost Proposal

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

Exhibit "B"

Payment Schedule

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

Compensation for services provided under the terms of this Agreement will be (i) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of **two and thirty fifth hundredths (2.35) for Field Personnel and two and thirty fifth hundredths (2.35) for extra services.** or (ii) on the basis of a lump sum. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

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

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

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00) except for construction related engineering services, for which the maximum hourly rate with multiplier shall not exceed one hundred seventy-five dollars (\$175.00).

Allowances for Extra Work- All Firms shall include a reimbursable allowance of \$20,000.00 for the following extra work and these 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) Other comparable expenses as approved by the Department.
- (4) Site investigation, utility location and mark-out services.
- (5) Other engineering related or specialty engineering services

Out-of-Pocket Expenses:

The Firm shall be reimbursed for the actual cost of "out-of-pocket" expenses that have been approved in writing by the Commissioner of Public Works. Traveling cost for reporting to site is not considered out-of-pocket.

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

1. Transportation and living expenses for approved and required travel beyond 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.
2. Additional models, renderings, and/or photographs than those requested in task order.
3. Reproduction of drawings in excess of 15 copies per each.

Subcontractor Costs and Subconsultant Charges:

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

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to

the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Contract Appendix L
Certificate of Compliance

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

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

Magsood Malik (Name)

2003 Jericho Turnpike, New Hyde Park, NY 11040 (Address)

516-821-7300 (Telephone Number)

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

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

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

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

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

5/2/2019

Dated

Signature of Chief Executive Officer

Maqsood Malik, P.E.

Name of Chief Executive Officer

Sworn to before me this

2nd day of May, 2019

Tinamarie Malfa

Notary Public

TINAMARIE MALFA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 41-4915636
Qualified in Nassau County
Commission Expires Dec. 21, 2021