

**E-103-22**

Certified:

Filed with the Clerk of the  
Nassau County Legislature  
August 30, 2022 10:02AM**NIFS ID:CLPW22000008      Department: Public Works****Capital: X**

SERVICE: GC WWTP Preliminary Treatment Amendment No.1 S35114-13C

Contract ID #:CFPW17000002      NIFS Entry Date: 03/11/2022 Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>H2M Architects + Engineers, DPC.</b>	Vendor ID#: <b>11-2235604</b>
Address: 538 Broad Hollow Road  4th Floor East  Melville, NY 11747	Contact Person: Chris Weiss
	Phone: 631.756.8000 x1012

<b>Department:</b>
Contact Name: Adrian O. Hamilton
Address: NCDPW  3340 Merrick Road  Building R, 3rd Floor  Wantagh, NY 11793
Phone: 516-571-7536

## Routing Slip

<b>Department</b>	<b>NIFS Entry: X</b>	<b>14-MAR-22 -- EKOBEL</b>
<b>Department</b>	<b>NIFS Approval: X</b>	<b>15-MAR-22 -- RD'ALLEVA</b>
<b>DPW</b>	<b>Capital Fund Approved: X</b>	<b>15-MAR-22 -- RDALLEVA</b>
<b>OMB</b>	<b>NIFA Approval: X</b>	<b>28-MAR-22 -- CNOLAN</b>
<b>OMB</b>	<b>NIFS Approval: X</b>	<b>15-MAR-22 -- NGUMIENIAK</b>
<b>County Atty.</b>	<b>Insurance Verification: X</b>	<b>15-MAR-22 -- AAMATO</b>

<b>County Atty.</b>	<b>Approval to Form:X</b>	<b>15-MAR-22 -- NSARANDIS</b>
<b>CPO</b>	<b>Approval: X</b>	<b>31-MAR-22 -- RCLEARY</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>31-MAR-22 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>10-MAY-22 -- EPOWERS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>26-AUG-22 -- CLEIMONE</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Amendment to an agreement with H2M architects + engineers, DPC. for additional time and funds to complete the construction process in connection with the Glen Cove WWTP Preliminary Treatment Improvement project.
<b>Method of Procurement:</b> Qualification base selection procedure for the procurement of professional services.
<b>Procurement History:</b> An RFP was issued in January 2016, three (3) proposals were received and H2M was selected as the best value for the County.
<b>Description of General Provisions:</b> This amendment provides additional time and funds to complete the construction in connection with the Glen Cove WWTP Preliminary Treatment Improvement project. The term shall extend through one-year past completion of close-out activities of the construction contract.
<b>Impact on Funding / Price Analysis:</b> Increase the maximum amount by \$32,750.00. The new maximum amount is \$625,550.00. Capital Project 35114.
<b>Change in Contract from Prior Procurement:</b> This amendment extend the existing agreement through one-year past completion of close-out activities of the construction contract. The contract maximum amount will be increased by \$32,750.00 to \$625,550.00.
<b>Recommendation:</b> (approve as submitted) Recommend Approval.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/ OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	00	Revenue		1	PWCSWCSW/ 35114/00002/000	\$32,750.00
Resp:	35114	Contract:				\$0.00
Object:	00002	County	\$0.00			\$0.00
Transaction	CL	Federal	\$0.00			\$0.00
:		State	\$0.00			\$0.00
Project #:	35114	Capital	\$32,750.00			\$0.00
Detail:	000	Other	\$0.00			\$0.00
		<b>TOTAL</b>	<b>\$32,750.00</b>		<b>TOTAL</b>	<b>\$32,750.00</b>
RENEWAL						
%						
Increase						
%						
Decrease						



RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS, ENGINEERS, LAND SURVEYING & LANDSCAPE ARCHITECTURE, DPC

WHEREAS, the County has negotiated an amendment to a personal services agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC for design services in connection with the Glen Cove Preliminary Treatment System and Building Improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC

## AMENDMENT NO. 1

THIS AMENDMENT (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers), a consulting engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County contract number S35114-13C between the County and the Firm, executed on behalf of the County on June 16, 2017 (the "Original Agreement"), the Firm performs design services for the County in connection with the Glen Cove Preliminary Treatment System and Buildings Improvements, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from June 16, 2017, through June 15, 2020 (the "Original Term"); and was extended by Commissioner's letter to June 15, 2022; and

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

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

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

1. Amended Term. The term shall be extended so that the termination date of the Agreement as amended by this Amendment shall be one (1) year pass completion of close-out activities of the construction phase (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the option to extend this Amended Agreement for an additional one (1) year by delivering a notice of extension from the Commissioner of DPW, to the Firm at least thirty (30) days prior to the Expiration Date. The Amended Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term, except that the Expiration Date shall be modified in accordance with the extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by Thirty-two Thousand Seven Hundred Fifty Dollars and Zero Cents (**\$32,750.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Six Hundred Twenty-five Thousand Five Hundred Fifty Dollars and Zero Cents (**\$625,550.00**) (the "Amended Maximum Amount")

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

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

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

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

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

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

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

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

H2M architects + engineers

By: \_\_\_\_\_

Name: Christopher A. Weiss\_\_\_\_\_

Title: Sr. Vice President\_\_\_\_\_

Date: November 1, 2021\_\_\_\_\_

COUNTY OF NASSAU

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive\_\_\_\_\_

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

COUNTY OF SUFFOLK )ss.:  
)

*Jennalorica Porter*  
NOTARY PUBLIC

STATE OF NEW YORK)  
                                  )ss.:  
COUNTY OF NASSAU )

NOTARY PUBLIC



## Nassau County Interim Finance Authority

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

**1. Vendor:** H2M Architects + Engineers, DPC.

**2. Dollar amount requiring NIFA approval:** \$32,750.00

**Amount to be encumbered:** \$32,750.00

This is a Amendment

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

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

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

**3. Contract Term:**

Has work or services on this contract commenced? N

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

Amendment to an agreement with H2M architects + engineers, DPC. for additional time and funds to complete the construction process in connection with the Glen Cove WWTP Preliminary Treatment Improvement project.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
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## AUTHORIZATION

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

CNOLAN

03/28/2022

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**Authenticated User**

**Date**

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## 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

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:   

Payment is not guaranteed for any work commenced prior to this approval.

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**Authenticated User**

**Date**

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**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:** H2M Architects, Engineers, Land Surveying and Landscape A

**CONTRACTOR ADDRESS:** 538 Broad Hollow Rd, 4th Floor East, Melville NY, 11747

**FEDERAL TAX ID #:** 11-2235604

**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 June 16, 2017 [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 an RFP was issued for qualified vendors, on December 1, 2015 H2M was selected as the best value for the County.

\_\_\_\_\_[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

3/11/22  
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?

Please see attached.

2 File(s) uploaded: Attachment to Political Campaign Contribution Disclosure Form 2020.pdf, Attachment to Political Campaign Contribution Disclosure Form 2021.pdf

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

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

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

Electronically signed and certified at the date and time indicated by:  
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

Dated: 08/24/2022 08:51:12 AM

Vendor: H2M architects + engineers

Title: President & CEO

**Attachment to Political Campaign Contribution Disclosure Form**

Laura Curran 2017: 1/5/17 \$150.00 Campaign Kickoff; 3/8/17 \$500.00 Reception; 6/27/17 \$700.00 Reception; 9/21/17 - \$5000.00 Donation; 12/8/17 \$1000.00 Reception; Friends of Rose Walker 3/25/17 - \$1000.00 Luncheon; Friends of Laura Schaefer 3/30/17 - \$200.00 Reception

Martins for Nassau: 6/6/17 - \$150.00 Cocktail Party; 7/12/17 \$125.00 BBQ; 10/11/17 \$1000.00 Cocktails; Friends of Vincent Muscarella 9/24/17 \$150.00;

Laura Curran 2018: 2/4/19 \$500; 5/30/18 \$1000.00; 8/24/2018-Curran for Nassau-\$1000.00

Laura Schaefer 2019: 6/17/19 \$300.00

Friends of Rose Walker July 2019: \$250.00

Friends of Donald Clavin 2020: 10/14/20 \$500.00; 10/10/20 \$1,500.00

Citizens for D'Esposito 2020: 8/4/20 \$3,800.00

Friends of Donald Clavin 2021: \$1,000.00

Friends of Laura Curran 2021: 1/5/21 \$250.00; 2/16/21 \$500.00

Laura Schaefer 2021: 4/29/21 \$300.00

Citizens for D'Esposito 2021: 4/9/21 \$1,525.00

## 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: 04/13/2022

1) Proposer's Legal Name: H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC  
(dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Rd, 4th Floor East  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US

Address: 880 SW 145th Avenue, Suite 106  
City: Pembroke Pines State/Province/Territory: FL Zip/Postal Code: 33027  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 2 Executive Boulevard, Suite 401  
City: Suffern State/Province/Territory: NY Zip/Postal Code: 10901  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 2700 Westchester Avenue, Suite 415  
City: Purchase State/Province/Territory: NY Zip/Postal Code: 10577  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 737 Roanoke Avenue  
City: Riverhead State/Province/Territory: NY Zip/Postal Code: 11701  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 119 Cherry Hill Road, Suite 110  
City: Parsippany State/Province/Territory: NJ Zip/Postal Code: 07054  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 4810 Belmar Boulevard  
City: Wall Township State/Province/Territory: NJ Zip/Postal Code: 07753

Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 575 Broad Hollow Rd  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 230 West 38th Street, 14th Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10018  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 360 Bloomfield Avenue, Suite 378  
City: Windsor State/Province/Territory: CT Zip/Postal Code: 06095  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 433 River Street, Suite 8002  
City: Troy State/Province/Territory: NY Zip/Postal Code: 12180  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

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:

H2M Associates, Inc. is a 100% wholly owned subsidiary of H2M architects + engineers. H2M Architects & Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. These firms will not be working on the project, therefore we have not included separate disclosures.

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

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

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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



b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

Should H2M be selected and awarded for a project, H2M will continue to monitor family relationships between our employees and Nassau County employees through implementing procedures to check all new hires prior to employment with H2M. This would take place through adding an appropriate question on our employment application. Should Nassau County request or recommend additional procedures, H2M would cooperate with Nassau County to implement them.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

01/01/1933

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: Responses (Shareholders).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: Responses (Shareholders).pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

503

vi) Annual revenue of firm;  
86902667

vii) Summary of relevant accomplishments  
Please see attached.

1 File(s) Uploaded: Responses to Business History.pdf

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

1 File(s) Uploaded: Responses to Business History.pdf

B. Indicate number of years in business.

89

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

Not applicable.

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	Town of Hempstead		
Contact Person	Jeffrey Tierney, Deputy Commissioner of Engineering		
Address	350 Front Street, Room 235		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000		
Fax #	(516) 393-0074		
E-Mail Address	jefftie@tohmail.org		

Company	Town of Huntington		
Contact Person	Ed Parrish, P.E., Town Civil Engineer		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3206		
Fax #	(631) 351-3212		
E-Mail Address	eparrish@huntingtonny.gov		

Company	Town of Oyster Bay		
Contact Person	Matthew Russo, P.E., Engineering Division Head		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5719		
Fax #	(516) 677-5940		
E-Mail Address	mrusso@oysterbay-ny.gov		

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

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

## CERTIFICATION

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

Name of submitting business: H2M architects + engineers

Electronically signed and certified at the date and time indicated by:  
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

President & CEO  
Title

08/24/2022 09:18:42 AM  
Date

## **RESPONSES TO BUSINESS HISTORY FORM**

### **H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)**

#### **Questions Aii and Aiii**

#### **OFFICERS AND SHAREHOLDERS**

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11767	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA	15 Cherry St., Massapequa, NY 11758	Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.	1231 Wright Circle, Unit 209, Celebration, FL 34747	Chief Market Director, Executive Vice President
Gregory C. Smith, CPA	17 Lone Hill Place, Dix Hills, NY 11746	Chief Financial Officer, Executive Vice President, Treasurer
Elizabeth C. Uzzo	2 Avon Court, Dix Hills, NY 11746	Executive Vice President
Michael W. Keffer, P.E.	52 Highwood Road, Oyster Bay, NY 11771	Senior Vice President, Assistant Secretary
Michael J. Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Senior Vice President
Jeffrey L. Czajka, P.E.	1016 Montauk Ave, Islip Terrace, NY 11752	Senior Vice President
Michael N. Gentils	1397 Spur Drive South, Islip, NY 11751	Senior Vice President
Ernest V. Iannucci, P.E.	470 Broadway, Carle Place, NY 11514	Senior Vice President
Paul R. Lageraen, P.E.	13 Grover Lane, East Northport, NY 11731	Senior Vice President
Ronald B. Lanner, R.A.	2 Harbor Heights Dr, Centerport, NY 11721	Senior Vice President
Charles A. Martello, P.E.	56 Chicasaw Drive, Oakland, NJ 07436	Senior Vice President
James L. Neri, P.E.	9 Ames Place, Huntington Station, NY 11746	Senior Vice President
Guy Y. Page, R.A.	34 Siracusa Blvd, Smithtown, NY 11787	Senior Vice President
James Roberts, P.E.	201 Willet Avenue, Apt 321, Port Chester, NY 10573	Senior Vice President
William Rockensies, P.E.	66 Westminster Road, West Hempstead, NY 11552	Senior Vice President
Philip J. Schade, P.E.	89 Simcoe Street, Oyster Bay, NY 11771	Senior Vice President
Christopher Weiss, P.E.	42 First Avenue, Medford, NY 11801	Senior Vice President
Saverio J. Belfiore, AIA	287 Broadway, Massapequa Park, NY 11762	Vice President
Patrick K. Cole, P.E.	609 Rankin Road, Brielle, NJ 08730	Vice President
John R. Collins, P.E.	525 Water Terrace, Southold, NY 11971	Vice President
Steven C. Hearl, P.E.	43 Sinclair Drive, Greenlawn, NY 11740	Vice President
Alexander Hochhausl, P.E.	29 Wedgewood Drive, Coram NY 11727	Vice President
Robert E. Ikes, III, R.A.	2578 Overlook Place, Baldwin, NY 11510	Vice President
Dennis S. Noskin, AIA	7 Stepping Stone Lane Greenwich, CT 06830	Vice President
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President
Joseph A. Manzella, P.E.	49 Francis Boulevard, Holtsville, NY 11742	Vice President
Matthew R. Mohlin, P.E.	5 Roosevelt Drive, Smithtown, NY 11787	Vice President
David J. Pacheco, AIA	1377 Dean Street, Niskayuna, NY 12309	Vice President
Kevin M. Paul, AIA	273 Astor Drive, Sayville NY 11782	Vice President
Jay Pisco, P.E.	963A Heritage Hills, Somers, NY 10589	Vice President
James Powers, AIA	311 1 <sup>st</sup> Street, East Northport, NY 11731	Vice President
William Rospars, Esq.	471 North Broadway PMB 239, Jericho, NY 11753	Vice President
Richard B. Schommer, P.E.	2 Mountain View Drive, Chester, NJ 07930	Vice President
Joseph Todaro, P.E.	183 Thomas Powell Boulevard, Farmingdale, NY 11735	Vice President
Richard Wiedersum, AIA	14 Briarwood Court, St. James, NY 11780	Vice President
Alison K. Auriemmo, P.E.	54 Chestnut Street, Huntington NY 11743	Assistant Vice President
Robert F. Bee, R.A.	72 Grand Avenue, Rockville Centre, NY 11570	Assistant Vice President
Patricia DelCol	32 Dunford Street, Melville, NY 11747	Assistant Vice President
Kenneth R. Gehringer, AIA	16 Gerhardy Street, East Islip, NY 11730	Assistant Vice President
Michael W. Lantier, P.E.	14 Audubon Place, Huntington, NY 11743	Assistant Vice President
Gregory J. Levasseur, P.E.	167 Beach 100 Street, Rockaway Park, NY 11604	Assistant Vice President
Robert J. Lucas, P.E.	40 Seventh Street, West Islip, NY 11795	Assistant Vice President
Eric W. Maisch, R.A.	404 Main Street, Northport, NY 11768	Assistant Vice President
Debra L. Mattina	2572 Seventh Avenue, East Meadow, NY 11554	Assistant Vice President

Kevin M. Medler, R.A.	239 Hamilton Avenue, Massapequa NY 11758	Assistant Vice President
Katrina Pacheco, R.A.	1377 Dean Street, Niskayuna, NY 12309	Assistant Vice President
Jamie Pizzardi	23 Apple Tree Drive, Hauppauge, NY 11788	Assistant Vice President
Sharon Norton Remmer	500 Shore Drive, Oakdale, NY 11769	Assistant Vice President
John Schnurr, P.L.S.	P.O. Box 1492, Rocky Point, NY 11778	Assistant Vice President
Jason Smith, R.A.	1521 Westervelt Avenue, Baldwin NY 11510	Assistant Vice President
Kevin M. Taylor	77 Ridgewood Avenue, Holtsville, NY 11742	Assistant Vice President

*Board of Directors in bold*

## OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	1282 Jackson Avenue, Lindenhurst, NY 11757	Senior Associate
Anne Davis	78 Elberta Drive, East Northport, NY 11731	Senior Associate
Stephanie DeCotiis, P.E.	215 Pittenger Place, Neptune, NJ 07753	Senior Associate
Arthur M. Eschete, Jr.	1873 Bayou Blue Road, Houma, LA 70364	Senior Associate
Anthony W. Kim, P.E.	40-67 62nd Street, Woodside, NY 11377	Senior Associate
Scott D. Lehn, P.E.	27 Hanover Place, Smithtown, NY 11787	Senior Associate
Timothy J. McGuire, P.E.	920 Park Avenue, Huntington NY 11743	Senior Associate
Richard Palladino	65 Long Meadow Place, S. Setauket, NY 11720	Senior Associate
Joel Richardson, P.E.	122 La Rue Drive, Huntington, NY 11743	Senior Associate
Charles J. Starke, P.E.	250 George Street, West Islip, NY 11795	Senior Associate
Michael W. Weber, P.E.	64 Broadway, Bethpage, NY 11714	Senior Associate

## ASSOCIATES

NAME	ADDRESS	TITLE
Sean P. Callahan, P.E.	821 Hurbal Street, Bohemia NY 11716	Associate
Gregory M. Cellamare, P.E.	4540 Center Boulevard, Apt. 1805, Long Island City, NY 11109	Associate
William Delnero, P.E.	43 Northview Drive, Morris Plains, NJ 07950	Associate
Maria DiNatale, R.A.	2 Ridgeway Road, Port Washington, NY 11050	Associate
Lawrence M. Feeley, Jr., R.A.	15 Case Court, Sayville, NY 11782	Associate
Kelly E. Greenfield, R.A.	221 Sandpiper Lane, West Babylon, NY 11704	Associate
John McCaffrey	2498 Park Place, Bellmore, NY 11710	Associate
Andrew M. Manfredi, P.E.	26 Ivy Street, Apt 1B, Farmingdale, NY 11735	Associate
Martha C. Mihaltzes	12 Ellison Street, Bayville, NY 11709	Associate
Joseph L. Mile, AIA	84 Vidoni Drive, Mt. Sinai, NY 11766	Associate
Jonathan R. Muratore, P.E.	411 Tree Rd South Setauket, NY 11720	Associate
Adam C. Post, R.A.	130 S Bay Avenue, Brightwaters, NY 11718	Associate
Nicole Pesce	447 N. Windsor Avenue, Brightwaters, NY 11718	Associate
Daniel K. Ritchie, CPTM	32 E. Maple Road, Greenlawn, NY 11740	Associate
Katherine M. Stone, R.A.	12 Plymouth Road, Massapequa NY 11758	Associate
Patrick O. Stone, R.A.	12 Plymouth Road, Massapequa NY 11758	Associate
Keith W. Summa, AIA	17 Preston Lane, Syosset, NY 11791	Associate
Constance M. Vavilis	4 Tryworks Lane, East Hampton NY 11937	Associate
James J. Williamson, III, P.E.	43 Deer Run, East Islip, NY 11730	Associate
Todd T. Zabbia	271 Wildwood Road, Ronkonkoma NY 11779	Associate





## Introduction and Legal Existence

Organized in 1933 and founded on professional excellence, hard work and integrity, H2M architects + engineers (H2M) is proud of its long history of client service and design excellence. Providing seasoned judgment, quality service, technical skill, vision, and resourcefulness, H2M remains committed to achieving goals in step with our clients and in harmony with the environment.

H2M is a privately owned, full service, multi-disciplined professional A/E consulting firm that provides services to governmental agencies, municipalities, special districts and private industry. The firm is a NYS Design Professional Corporation, licensed by the NYS Department of Education to provide professional engineering services in New York.

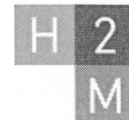
H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at **New York City, Troy, Westchester and Suffern, NY; Parsippany and Wall Township, NJ; Windsor, CT; and Pembroke Pines, FL.**

## Firm History

H2M was initially oriented toward the planning and design of municipal infrastructure projects. The company's capabilities have since grown to include complete full professional services, some of which include civil/site engineering, survey, structural engineering, mechanical engineering, electrical engineering, sanitary engineering, environmental engineering, water supply management, wastewater management, industrial hygiene, solid and hazardous waste management, geographic information systems mapping, planning and architecture.

The full complement of our professional staff includes:

- Staff resources of over 500 employees
- 93 Professional Engineers
- 60 Registered Architects
- 39 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS, and CAD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators



**Date of Formation**

**Legal Firm Name:**

H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

**DBA:** H2M architects + engineers

- Became a Professional Corporation (P.C.) 12/10/70
- Became a Design Professional Corporation (D.P.C.) 11/15/13

**State of Incorporation:** New York

**Number of Employees:** 503

**Number of Years in Business:** Established in 1933

**Distinguishing Qualifications:** Some of the strengths of our firm are:

- Familiarity and experience working with Nassau County.
- The firm's excellent reputation for quality of work, responsiveness and professionalism.
- The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.
- Experience with equipment site prep projects for our industrial clients.
- Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.
- The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.
- Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.
- Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.
- We are a proactive firm that attempts to anticipate future issues and plan ahead to assure a successful project's completion while anticipating future needs.



## Certificate of Authorization

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

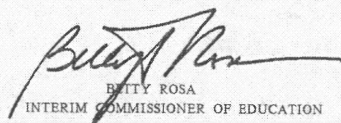
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND  
LANDSCAPE ARCHITECTURE DPC  
538 BROAD HOLLOW RD  
4TH FLOOR EAST  
MELVILLE, NY 11747-5076

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

CERTIFICATE NUMBER  
0018178



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

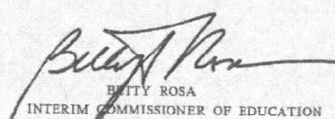
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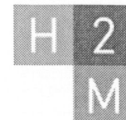
H2M ARCHITECTS ENGINEERS LAND SURVEYING AND  
LANDSCAPE ARCHITECTURE DPC  
538 BROAD HOLLOW RD  
4TH FLOOR EAST  
MELVILLE, NY 11747-5076

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
02/01/2021 TO 01/31/2024.

CERTIFICATE NUMBER  
0018438 DUPLICATE



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION



### **Sustainable Design**

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We will look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Richard W. Humann, P.E.  
Date of birth: 06/07/1968  
Home address: 11 Garden Street  
City: Nesconset State/Province/Territory: NY Zip/Postal Code: 11767  
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 756-8000

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

List of other addresses and telephone numbers attached

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

President	<u>01/02/2012</u>	Treasurer	_____
Chairman of Board	<u>01/01/2013</u>	Shareholder	<u>01/01/1999</u>
Chief Exec. Officer	<u>01/02/2013</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/17/2005</u>		
(Other)			

Type	Description	Start Date
Other	Chief Operating Officer	01/02/2012

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

YES ☒ NO ☐ If Yes, provide details.

Shareholder, Owns 5.858%

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.

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)

H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

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

YES ☒ NO ☐ If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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

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

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

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

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

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

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

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

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

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

taken.

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

taken.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

H2M architects + engineers  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Richard W. Humann, P.E. [RHUMANN@H2M.COM]

President & CEO  
Title

08/24/2022 09:39:32 AM  
Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gregory C. Smith, CPA  
Date of birth: 06/02/1958  
Home address: 17 Lone Place  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 756-8000

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>01/01/2014</u>
Chairman of Board	_____	Shareholder	<u>09/01/2013</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>01/01/2014</u>	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Controller	09/21/1987
Other	Executive Vice President	01/01/2018
Other	Senior Vice President	01/01/2016

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

YES ☒ NO ☐ If Yes, provide details.

Shareholder, Owns 4.759%

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.

Loan Amount: \$86,964.00 (Due to Gregory Smith)



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.

H2M Associates, Inc. (wholly owned subsidiary): Treasurer, CFO (2005 to present)

H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): Treasurer, CFO (2005 to present)

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

YES ☒ NO ☐ If Yes, provide details.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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, Gregory C. Smith, CPA , 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, Gregory C. Smith, CPA , 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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H2M architects + engineers  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Gregory C. Smith, CPA [GSMITH@H2M.COM]

Chief Financial Officer, Executive Vice President  
Title

08/24/2022 09:37:20 AM  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph M. Mottola, AIA  
Date of birth: 04/05/1963  
Home address: 15 Cherry Street  
City: Massapequa State/Province/Territory: NY Zip/Postal Code: 11758  
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 756-8000

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/24/1995</u>
Chief Exec. Officer	_____	Secretary	<u>01/01/2019</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/02/2004</u>		
(Other)			

Type	Description	Start Date
Other	Executive Vice President	01/10/2018
Other	Senior Vice President	01/14/2015
Other	Deputy Chief Operating Officer, Assistant Secretary	01/10/2018
Other	Chief Operating Officer	01/01/2019

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

YES ☒ NO ☐ If Yes, provide details.

Shareholder, Owns 4.576%

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.

H2M Associates, Inc. (wholly owned subsidiary)

H2M Architects & Engineers, Inc. (authorized to practice architecture in 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.

H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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

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

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

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

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

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

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

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

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



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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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H2M architects + engineers  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]

Chief Operating Officer, Executive Vice President  
Title

08/24/2022 09:34:58 AM  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Dennis M. Kelleher, P.E.  
Date of birth: 02/18/1956  
Home address: 1231 Wright Circle, Unit 209  
City: Celebration State/Province/Territory: FL Zip/Postal Code: 34747  
Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: 6317568000

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/1986</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2001</u>		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	01/01/2004
Other	Executive Vice President	01/01/2018

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

YES ☒ NO ☐ If Yes, provide details.

Yes, owns 6.224% shares.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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H2M architects + engineers  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Dennis M. Kelleher, P.E. [DKELLEHER@H2M.COM]

Chief Market Director, Executive Vice President  
Title

08/24/2022 09:32:21 AM  
Date



COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

Address: 538 Broad Hollow Road, 4th Floor East

City: Melville State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-2235604

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

8 File(s) uploaded Detailed Response.pdf, Detailed Response.pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure 2-13-22.pdf, Responses to Vendor Disclosure 4-13-22.pdf, Responses to Vendor Disclosure 8-24-22.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  
If none, explain.

See attached. No shareholders own 10% or more of company

7 File(s) uploaded Detailed Response.pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure (Shareholders).pdf, Responses to Vendor Disclosure 2-13-22.pdf, Responses to Vendor Disclosure 4-13-22.pdf, Responses to Vendor Disclosure 8-24-22.pdf

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

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

H2M Associates, Inc. a wholly-owned New Jersey subsidiary providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. H2M Architects & Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054. These firms will not be working on the project, therefore we have not included separate disclosures.

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, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

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

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

Richard W. Humann, P.E. [RHUMANN@H2M.COM]

Dated: 08/24/2022 09:26:03 AM

Title: President & CEO



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

## RESPONSES TO VENDOR DISCLOSURE FORM

**H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.**  
**(D.B.A. H2M architects + engineers)**

### Questions 4 and 5

Please note: no shareholders own 10% or more of the company.

### OFFICERS AND SHAREHOLDERS

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11767	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA	15 Cherry St., Massapequa, NY 11758	Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.	1231 Wright Circle, Unit 209, Celebration, FL 34747	Chief Market Director, Executive Vice President
Gregory C. Smith, CPA	17 Lone Hill Place, Dix Hills, NY 11746	Chief Financial Officer, Executive Vice President, Treasurer
Elizabeth C. Uzzo	2 Avon Court, Dix Hills, NY 11746	Executive Vice President
Michael W. Keffer, P.E.	52 Highwood Road, Oyster Bay, NY 11771	Senior Vice President, Assistant Secretary
Michael J. Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Senior Vice President
Jeffrey L. Czajka, P.E.	1016 Montauk Ave, Islip Terrace, NY 11752	Senior Vice President
Michael N. Gentils	1397 Spur Drive South, Islip, NY 11751	Senior Vice President
Ernest V. Iannucci, P.E.	470 Broadway, Carle Place, NY 11514	Senior Vice President
Paul R. Lageraen, P.E.	13 Grover Lane, East Northport, NY 11731	Senior Vice President
Ronald B. Lanner, R.A.	2 Harbor Heights Dr, Centerport, NY 11721	Senior Vice President
Charles A. Martello, P.E.	56 Chicasaw Drive, Oakland, NJ 07436	Senior Vice President
James L. Neri, P.E.	9 Ames Place, Huntington Station, NY 11746	Senior Vice President
Guy Y. Page, R.A.	34 Siracusa Blvd, Smithtown, NY 11787	Senior Vice President
James Roberts, P.E.	201 Willet Avenue, Apt 321, Port Chester, NY 10573	Senior Vice President
William Rockensies, P.E.	66 Westminster Road, West Hempstead, NY 11552	Senior Vice President
Philip J. Schade, P.E.	89 Simcoe Street, Oyster Bay, NY 11771	Senior Vice President
Christopher Weiss, P.E.	42 First Avenue, Medford, NY 11801	Senior Vice President
Saverio J. Belfiore, AIA	287 Broadway, Massapequa Park, NY 11762	Vice President
Patrick K. Cole, P.E.	609 Rankin Road, Brielle, NJ 08730	Vice President

John R. Collins, P.E.	525 Water Terrace, Southold, NY 11971	Vice President
Steven C. Hearl, P.E.	43 Sinclair Drive, Greenlawn, NY 11740	Vice President
Alexander Hochhausl, P.E.	29 Wedgewood Drive, Coram NY 11727	Vice President
Robert E. Ikes, III, R.A.	2578 Overlook Place, Baldwin, NY 11510	Vice President
Dennis S. Noskin, AIA	7 Stepping Stone Lane Greenwich, CT 06830	Vice President
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President
Joseph A. Manzella, P.E.	49 Francis Boulevard, Holtsville, NY 11742	Vice President
Matthew R. Mohlin, P.E.	5 Roosevelt Drive, Smithtown, NY 11787	Vice President
David J. Pacheco, AIA	1377 Dean Street, Niskayuna, NY 12309	Vice President
Kevin M. Paul, AIA	273 Astor Drive, Sayville NY 11782	Vice President
Jay Pisco, P.E.	963A Heritage Hills, Somers, NY 10589	Vice President
James Powers, AIA	311 1 <sup>st</sup> Street, East Northport, NY 11731	Vice President
William Rospars, Esq.	471 North Broadway PMB 239, Jericho, NY 11753	Vice President
Richard B. Schommer, P.E.	2 Mountain View Drive, Chester, NJ 07930	Vice President
Joseph Todaro, P.E.	183 Thomas Powell Boulevard, Farmingdale, NY 11735	Vice President
Richard Wiedersum, AIA	14 Briarwood Court, St. James, NY 11780	Vice President
<b>Alison K. Auriemmo, P.E.</b>	54 Chestnut Street, Huntington NY 11743	Assistant Vice President
Robert F. Bee, R.A.	72 Grand Avenue, Rockville Centre, NY 11570	Assistant Vice President
Patricia DelCol	32 Dunford Street, Melville, NY 11747	Assistant Vice President
Kenneth R. Gehringer, AIA	16 Gerhardy Street, East Islip, NY 11730	Assistant Vice President
Michael W. Lantier, P.E.	14 Audubon Place, Huntington, NY 11743	Assistant Vice President
Gregory J. Levasseur, P.E.	167 Beach 100 Street, Rockaway Park, NY 11604	Assistant Vice President
Robert J. Lucas, P.E.	40 Seventh Street, West Islip, NY 11795	Assistant Vice President
Eric W. Maisch, R.A.	404 Main Street, Northport, NY 11768	Assistant Vice President
Debra L. Mattina	2572 Seventh Avenue, East Meadow, NY 11554	Assistant Vice President
Kevin M. Medler, R.A.	239 Hamilton Avenue, Massapequa NY 11758	Assistant Vice President
Katrina Pacheco, R.A.	1377 Dean Street, Niskayuna, NY 12309	Assistant Vice President
Jamie Pizzardi	23 Apple Tree Drive, Hauppauge, NY 11788	Assistant Vice President
Sharon Norton Remmer	500 Shore Drive, Oakdale, NY 11769	Assistant Vice President
John Schnurr, P.L.S.	P.O. Box 1492, Rocky Point, NY 11778	Assistant Vice President

Jason Smith, R.A.	1521 Westervelt Avenue, Baldwin NY 11510	Assistant Vice President
Kevin M. Taylor	77 Ridgewood Avenue, Holtsville, NY 11742	Assistant Vice President

*Board of Directors in bold*

## OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	1282 Jackson Avenue, Lindenhurst, NY 11757	Senior Associate
Anne Davis	78 Elberta Drive, East Northport, NY 11731	Senior Associate
Stephanie DeCotiis, P.E.	215 Pittenger Place, Neptune, NJ 07753	Senior Associate
Arthur M. Eschete, Jr.	1873 Bayou Blue Road, Houma, LA 70364	Senior Associate
Anthony W. Kim, P.E.	40-67 62nd Street, Woodside, NY 11377	Senior Associate
Scott D. Lehn, P.E.	27 Hanover Place, Smithtown, NY 11787	Senior Associate
Timothy J. McGuire, P.E.	920 Park Avenue, Huntington NY 11743	Senior Associate
Richard Palladino	65 Long Meadow Place, S. Setauket, NY 11720	Senior Associate
Joel Richardson, P.E.	122 La Rue Drive, Huntington, NY 11743	Senior Associate
Charles J. Starke, P.E.	250 George Street, West Islip, NY 11795	Senior Associate
Michael W. Weber, P.E.	64 Broadway, Bethpage, NY 11714	Senior Associate

## ASSOCIATES

NAME	ADDRESS	TITLE
Sean P. Callahan, P.E.	821 Hurbal Street, Bohemia NY 11716	Associate
Gregory M. Cellamare, P.E.	4540 Center Boulevard, Apt. 1805, Long Island City, NY 11109	Associate
William Delnero, P.E.	43 Northview Drive, Morris Plains, NJ 07950	Associate
Maria DiNatale, R.A.	2 Ridgeway Road, Port Washington, NY 11050	Associate
Lawrence M. Feeley, Jr., R.A.	15 Case Court, Sayville, NY 11782	Associate
Kelly E. Greenfield, R.A.	221 Sandpiper Lane, West Babylon, NY 11704	Associate
John McCaffrey	2498 Park Place, Bellmore, NY 11710	Associate
Andrew M. Manfredi, P.E.	26 Ivy Street, Apt 1B, Farmingdale, NY 11735	Associate
Martha C. Mihaltses	12 Ellison Street, Bayville, NY 11709	Associate
Joseph L. Mile, AIA	84 Vidoni Drive, Mt. Sinai, NY 11766	Associate

Jonathan R. Muratore, P.E.	411 Tree Rd South Setauket, NY 11720	Associate
Adam C. Post, R.A.	130 S Bay Avenue, Brightwaters, NY 11718	Associate
Nicole Pesce	447 N. Windsor Avenue, Brightwaters, NY 11718	Associate
Daniel K. Ritchie, CPTM	32 E. Maple Road, Greenlawn, NY 11740	Associate
Katherine M. Stone, R.A.	12 Plymouth Road, Massapequa NY 11758	Associate
Patrick O. Stone, R.A.	12 Plymouth Road, Massapequa NY 11758	Associate
Keith W. Summa, AIA	17 Preston Lane, Syosset, NY 11791	Associate
Constance M. Vavilis	4 Tryworks Lane, East Hampton NY 11937	Associate
James J. Williamson, III, P.E.	43 Deer Run, East Islip, NY 11730	Associate
Todd T. Zabbia	271 Wildwood Road, Ronkonkoma NY 11779	Associate

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/30/2021

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

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

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Road, Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Rebecca Egan <b>PHONE (A/C, No, Ext):</b> 770-670-5355 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rebecca.egan@greyling.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Hartford Underwriters Ins. Co. <b>NAIC #</b> 30104 <b>INSURER B :</b> Hartford Casualty Ins. Co. <b>29424</b> <b>INSURER C :</b> Markel American Insurance Co. <b>28932</b> <b>INSURER D :</b> Sentinel Insurance Co Ltd <b>11000</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>H2M architects + engineers</b> <b>538 Broad Hollow Road</b> <b>Melville, NY 11747</b>	

**COVERAGES****CERTIFICATE NUMBER: 22-23****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20UUGAU9233	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UEGAU7896	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000			20XHGYH2145	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000
							AGGREGATE \$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20WBGAT3285	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MKLM7PL0002233	01/01/2022	01/01/2023	Per Claim \$1,000,000 Aggregate \$1,000,000

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

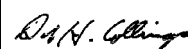
Re: Glen Cove Wastewater Treatment Plan, Preliminary Treatment Improvements Nassau County Project #S35114  
 13C. Nassau County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

County of Nassau  
 1550 Franklin Ave.  
 Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

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

**FROM:** Department of Public Works

**DATE:** October 4, 2021

**SUBJECT:** Glen Cove Preliminary Treatment  
Recommendation to Amend Professional Services Agreement  
H2M architects + engineers  
Agreement No.: S35114-13C  
Encumbrance No.: CFPW17000002

This Department is requesting approval to amend the existing personal services agreement S35114-13C with the Design Engineering firm, H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers). This amendment is necessary for the commencement of Division C, D & E service for the construction phase of the project. The subject agreement with H2M was originally set to expire on June 15, 2020 and was extended by Commissioner's letter for an additional two (2) years, until June 15, 2022.

H2M has performed design services for the subject project starting June 15, 2017, as prescribed by their Notice to Proceed. This project has experienced significant amounts of unforeseen conditions that caused delays to the design, and bid. One major issue was around the bar screens and conveyor system. Given the confined dimensions of the existing space the designer had difficulties incorporating the new equipment with the existing operational system requirements. Nevertheless, after several redesigns the project was ready to bid in April of 2020, then came COVID-19. The bid was placed on hold due to budget constraints by the County until December 2020, adding more time to the process.

It's also the Department's judgment that the original time duration for design services were too narrow and didn't provide the requisite time to entirely cover construction phase services, given the County's normal length for procuring vendors.

As such, in accordance with the applicable terms and conditions of the agreement, this Department desires to extend the contract from June 15, 2022 through one-year pass completion of close-out activities of the construction phase. The Department wishes to amend H2M's contract for time, and cost to restore the contingency. Thus amendment No.

1 will add \$32,750.00 to restore the amount taken from the contingency for the increased scope of the screening conveyor design.

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




Kenneth, G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to the Deputy Commissioner of Administration  
Karen Fay, Sanitary Engineer III  
Graham Sharkey, Jacobs  
Adrian Hamilton, Jacobs

APPROVED:

DISAPPROVED:

 10/04/2021  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive





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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Christopher A. Weiss, Sr. Vice President

Name and Title of Authorized Representative

m/d/yy

11/01/21

Signature

Date

H2M architects + engineers, DPC

Name of Organization

538 Broad Hollow Road - 4th Floor, Melville, NY 11747

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.

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

August 27, 2020

Christopher Weiss, P.E.  
H2M Architects + Engineers  
538 Broad Hollow Road  
Melville, New York 1747

Re: Glen Cove Wastewater Treatment Plant  
Preliminary Treatment System and Building Improvements  
Agreement No. S35114-13C  
Extension of Time

Dear Mr. Weiss:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional two (2) years. The new expiration date shall now be June 15, 2022.

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

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

Very truly yours,

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

KGA:VF:rp

c: Michael C. Pulitzer, Clerk of the Legislature  
Jeff Schoen, Deputy Comptroller, Office of the Comptroller  
Vincent Falkowski, Deputy Commissioner for Environmental Programs  
Edward Visone, Assistant Superintendent of Sanitary Construction  
Graham Sharkey, Jacobs

**CF (Capital)****CF E-129-17****Contract Details**NIFS ID #: CFPW17000002 NIFS Entry Date: 3/7/17 SERVICE: Execution to 36 months

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

**Agency Information**

Vendor		County Department	
Name <b>H2M Architects &amp; Engineers</b>	Vendor ID# <b>11-2235604</b>	Department Contact <b>Thomas A. Immerso</b>	
Address <b>538 Broad Hollow Road 4<sup>th</sup> Floor East Melville, NY 11747</b>	Contact Person <b>Frank M. Russo, P.E.</b>	Sanitary Engineer II	
	Phone <b>(631) 756-8000</b>	Address <b>3340 Merrick Road Wantagh, NY 11793</b>	
		Phone <b>516-571-7536</b>	

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS App'l (Dept. Head)	<input type="checkbox"/> 3/8/17	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/> 3/8/17	<i>[Signature]</i>	
3/28	OMB	NIFS Approval	<input checked="" type="checkbox"/> 3/28/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/6/17	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 4/6/17	<i>[Signature]</i>	
4/7/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 4/7/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 5/25/17	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 6/7/17	<i>[Signature]</i>	
5/5/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 5/5/17	<i>[Signature]</i>	





## Contract Summary

**Description:** Detailed Design Services Agreement for the Glen Cove Sewage Treatment Plant

**Purpose:** Evaluation of the Preliminary Treatment Works, inclusive of mechanical bar screens, screw conveyor, influent pumps, grit removal, motors, controls, piping, valves & the concrete influent channel – all of which are approaching the end of their useful life. Also included will be assessment of the influent building ventilation & ancillary items such as lighting, alarms & communication systems. Replacement of these components with new, efficient equipment will improve reliability while reducing O&M costs.

**Method of Procurement:** Qualifications-based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and County Executive Order No. 1-1993.

**Procurement History:** A Request for Proposals (RFP) was advertised in *Newsday* in January, 2016 with Technical Proposals received on February 16, 2016. Three (3) firms responded to the RFP and the Technical Proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this Contract to H2M architects + engineers on April 7, 2016.

**Description of General Provisions:** This agreement provides for comprehensive detailed design services inclusive of development of a Technical Design Report (Div. A) and ensuing responsibility of providing Detailed Design (Div. B) & Construction-Related Services (Div. C, D & E) under this Contract.

**Impact on Funding / Price Analysis:** Funding for these services will come from Capital Project S35114.

Base fee: \$456,000

30% Cont.: \$136,800

Total Amt.: \$592,800

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	114
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$
County	\$
Federal	\$
State	\$
Capital	\$592,800
Other	\$
<b>TOTAL</b>	<b>\$ 592,800</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSWCSW35114	\$ 592,800
2		\$
3		\$
4		\$
5		\$
6		\$
	<b>TOTAL</b>	<b>\$ 592,800</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

Date: Sept. 22, 2016

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b>	
Name		Name		Name	
Date		Date		Date	
6/7/17		6/7/2017		(For Office Use Only) E #:	

## RULES RESOLUTION NO. 172 2017

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 H2M ARCHITECTS & ENGINEERS

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 5-22-17  
VOTING:  
ayes 5 nays 2 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with H2M Architects & Engineers for the design and construction related services for the Glen Cove Waste Water Treatment Plant Preliminary Treatment System and Building Improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with H2M Architects & Engineers

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, NY 11747 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate **thirty six (36) months** from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

### 2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; design and construction related services for the Glen Cove Waste Water Treatment Plant Preliminary Treatment System and Building Improvements. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. 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.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Five Hundred Ninety Two Thousand Eight Hundred (\$592,800) dollars.**

(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 documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and



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

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the 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, and disclosure of information, 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 hereby made a part hereof. As



used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The 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) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

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

(a) The 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 responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, attorneys' fees and disbursements) and damages ("Losses"), caused by any negligent acts or negligent omissions, willful misconduct or breach of performance under this Agreement by the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the 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, further to the Contractor's indemnification obligations, 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 and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

#### 10. Insurance.

(a) Types and Amounts. The 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) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department 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 or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

#### 12. 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 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.

13. 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 Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the 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.

15. 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.

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a



nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

H2M architects + engineers

By: 

Name:

Christopher A. Versi

Title:

Assistant Vice President

Date:

6/15/16

NASSAU COUNTY

By: 

Name:

EDWARD H. WARD

Title:

Deputy County Executive

Date:

6/16/17

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

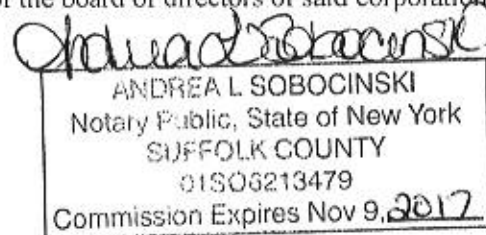


STATE OF NEW YORK)

)ss.:  
Suffolk  
COUNTY OF NASSAU)

On the 16 day of JUNE in the year 2016 before me personally came  
Christopher Weiss to me personally known, who, being by me duly sworn, did depose and say that he  
or she resides in the County of SUFFOLK; that he or she is the Assistant Vice President  
H2H Architects + engineers, the corporation described herein and which executed the above instrument;  
and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

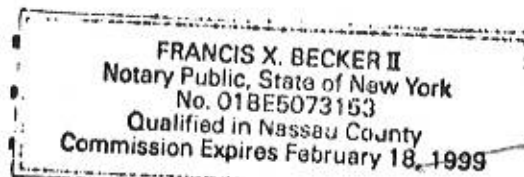


STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

On the 16 day of JUNE in the year 2017 before me personally came  
Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he  
or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of  
Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she  
signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



2019

**EXHIBIT A**  
**DETAILED SCOPE OF SERVICES**

**A. Task 1 – Division A Services -Technical Design Report (TDR)**

Division A - The Firm shall prepare one (1) Technical Design Report (TDR) for the project that will include, at a minimum, chapters dedicated to each location containing the following:

1. Condition Assessment

- a. Evaluate the condition of Glen Cove Wastewater Treatment Plant preliminary treatment processes (influent screening, raw wastewater pumping and grit removal), equipment and building ventilation system(s), to identify necessary repairs and improvements to bring this plant's preliminary treatment components into a state of good repair and compliance within applicable codes and standards.
- b. At the minimum, it is anticipated that the scope of the project will involve the following:
  - i. Replacement of four (4) influent pumps, replacement of influent screens (mechanical bar screens, and repair of associated concrete channels), grit removal improvements (replacement of grit tank mechanicals including screw conveyor), electrical improvements (including replacement of MCCs electrical distribution panels, instrumentation and control panels and lighting), upgrade of the building ventilation system, to bring this plant into a state of good repair and compliance with applicable codes and standards.
  - ii. The evaluation will also include plumbing (domestic, sanitary, protected water, etc.), process piping, ancillary systems housed within the preliminary treatment facility and the building itself, with respect to the need for repair and/or improvement.
  - iii. In general, the design is to be evaluated against NFPA 820, and WEF Best Practices for Design of Municipal Wastewater Treatment Plant Standard Design Guidelines. An excerpt of a 2012 Condition Assessment Report is provided (Attachment B).
  - iv. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR).
  - v. The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the various preliminary treatment processes.
- c. The evaluation shall, at a minimum, encompass the following:
  - i. Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
  - ii. Interviews with staff responsible for plant operation and maintenance
  - iii. Site survey (visual inspection, measurements, photographs and data collection in general).
  - iv. Survey for any hazardous materials which may be encountered during performance of project scope.

2. Prepare a Technical Design Report for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project. The Technical Design Report (TDR) is to include the following:

- a. Description of existing conditions and associated problems.
- b. Discussion of possible solutions to problems, including a discussion of alternatives.
- c. Recommendation of solution.

- d. Schematic design, listing design criteria and basis for design, including calculating potential flow within the collection area and any additional flow from anticipated development within the area.
- e. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies
- f. Proposed approach to maintaining plant operations during construction
- g. Preliminary Design and Construction schedule.
- h. Preliminary construction cost estimate.

While other documents may be cited for reference, the Technical Design Report's must be able to stand on their as the basis for design. The firm shall submit the report (six [6] copies) in draft form for review by the County. The firm shall meet with NCDPW, the City of Glen Cove, and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (\*.PDF format) copy of the TDR.

#### **B. Division B - Detailed Design Services**

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements suitable for public bidding as a single project.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The Firm shall furnish bid plans and master specification book in \*.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book, to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) plans and specifications for County review (maximum six [6] sets for each) and approval.
2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare and submit the necessary Environmental Impact Forms.
5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
  - a. New York State Department of Environmental Conservation – Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
  - b. Nassau County agencies – Fire Marshall and/or Health Department
  - c. Other Local agencies (Towns, Villages...)
6. Submit written responses to all County review comments.
7. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
8. Make periodic site visits as necessary for a complete understanding of the system operation.
9. Submittal of bid plans and a master specification book. The Firm shall have the required number of County review sets of bid documents printed without the assistance of the County.
10. Review all comments and/or questions posed by prospective bidders.
11. Prepare all necessary addenda to the contract documents.
12. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.

13. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

*The Firm shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.*

### **C. Division C - General Inspection Services**

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and .PDF format and a master specification book.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.

13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.
  - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

**D. Division D - Facility Operation and Maintenance Manual**

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the Glen Cove WTP Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOP's) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOP's shall be site and equipment



specific and be stand-alone documents with a maximum length of two (2) pages. The SOP's are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOP's will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

#### **E. Division E - Facility Start-Up, Staffing and Training Services**

Under this division of work the Firm shall provide the following services:

1. Start-Up Services.
  - a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Preliminary Treatment Improvements Project.
  - b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
  - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
    - i. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Influent Screens Facility Improvements. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
    - ii. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Preliminary Treatment Improvements Project.
    - iii. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Influent Screens Facility Improvements. The Firm shall provide recommendations for



upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

- iv. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- v. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

- a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Preliminary Treatment Improvements Project. This training shall be geared toward the following areas:
  - i. Process theory/process control.
  - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
  - iii. Preventative/corrective maintenance.
  - iv. Safety.
  - v. Laboratory training.
  - vi. "Hands-on" training.
- b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.
- c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

- a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the Preliminary Treatment Improvements Project for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

**EXHIBIT B**  
**PAYMENT SCHEDULE**  
**Glen Cove Wastewater Treatment Plant**  
**Preliminary Treatment Improvements**

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

Technical Design Report (Division A) - The Firm shall be paid a total lump sum amount of \$66,000 to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

**Detailed Design (Division B) & Construction Related Services (Division C, D & E)**

Detailed Design (Division B) & Construction Related services (Division C, D & E) -- The Contractor shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for each construction contract prepared will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

Net Construction Cost	Design Fee Percentage
\$9,000,000.00 and above	5.5 %
\$ 7,500,000.00	6.0%
\$ 6,000,000.00	6.5%
\$ 4,500,000.00	7.5 %
\$ 3,000,000.00 and below	8.0 %

An initial estimated construction cost of **\$6,000,000.00** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm's fee shall be payable as follows:

Phase of Work	% of Fee
B. Detailed Design	45%
C. General Inspection Services	35%
D. Facility Operation and Maintenance Manual	10%
E. Facility Start-Up, Staffing and Training Services	10%

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

**Overtime:** Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for

overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

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

- a. Fees paid to the Firm, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.
- d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- e. Work for which the Firm has already been paid such as "Extra Work."

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

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

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

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

**Extra Services or Additional Costs:** If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

- a. For any additional services to be paid on actual salaries the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable

rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

APPENDIX "L"

Certificate of Compliance

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

1. The Chief Operating Officer of the Contractor is:

Gary E. Loesch, P.E., DEE, Chief Operating Officer (Name)

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (Address)

(631) 756-8000 (Telephone Number)

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

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

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

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

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

February 15, 2016

Dated

  
Signature of ~~Chief Executive Officer~~

Gary E. Loesch, P.E., DEE, Chief Operating Officer and Executive Vice President  
~~Name of Chief Executive Officer~~

Sworn to before me this

15th day of February, 2016.



Notary Public

