

Certified: --

## E-41-23

FILED WITH THE CLERK OF THE NASSAU COUNTY LEGISLATURE APRIL 27, 2023 2:39PM

## NIFS ID: CFPW23000009

Capital: X

Contract ID #: CFPW23000009 NIFS Entry Date: 03/31/2023

Service: Point Lookout Sewer Service Feasibility Study-S33994-01D Term: 12 months from NTP Contract Delayed:

Slip Type: New			1) Mandated Program:	No
CRP:			2) Comptroller Approval Form Attached: Yes	
Blanket Resolution:			3) CSEA Agmt. & 32 Compliance Attached:	Yes
Revenue: Federal Aid: State Aid: X		4) Significant Adverse Information Identified? (if yes, attach memo):	No	
Vendor Submitted an Unsolicited Solicitation:			5) Insurance Required:	Yes

Vendor/Municipality Info:			
Name: Cameron Engineering & Associates, LLP	ID#: <b>113313855</b>		
Main Address: 177 Crossways Park Drive Woodbury, NY 11797			
Main Contact: Laura Liu			
Main Phone: (516) 827-4900			

Dep	partment:
Cont	act Name: Christopher Vella
Add	ress: NCDPW
3340	Merrick Road
Buil	ding R, 3rd Floor
Wan	itagh, NY 11793
Phor	ne: (516) 571-7523
Ema	il:
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	ekobel@nassaucountyny.gov

## **Contract Summary**

Purpose: This is a contract for engineering services to conduct feasibility study for planning purposes of the Point Lookout sewer service system. Point Lookout (PL), located on Long Beach's eastern-most tip is an unsewered community at risk to sea level rise & costal flooding. This project aims to convert overt 500 residential & commercial septic systems to a sewage collection system connected to the LB WPCP. Storms like Hurricane Sandy not only threaten the areas critical infrastructure, but also, due to subsidence, inundation, and storm surge, impact the ability of individual septic tanks to properly operate. Considering an unexpected increase in intensity & frequency of heavy storms & coastal flooding, the County & the Town of Hempstead has determined that a unified collection system would be more beneficial to the community.

Method of Procurement: RFP issued 2/7/2020.

Procurement History: Notice of RFP was published in Newsday: 2/7/20, NYS Contract Reporter: 2/7/20-3/6/20 and made available on e-Procure 2/7/20-3/6/20. Technical and cost proposals were received from five (5) firms on March 6, 2020. The proposals were evaluated, and technical ranking established by the registered professional engineers and other personnel within the Department. The cost proposals for top four technically ranked firms were opened and recorded. D&B was selected based on low cost the technical ability, and the County was proceeding with the award. Subsequently, D&B has withdrawn their bid. The selection committee met again and determined that Cameron had the next lowest cost and high technical rating and better BAFO response than remaining firms. RFP Evaluation Committee: Chris Vella - Construction Inspector II, Karen Fay, PE - Sanitary Engineer III, Vincent Falkowski, PE - Deputy Commissioner DPW, Edward Visone - Assistant Supt Sanitary Construction.

**Description of General Provisions:** The Contract provides for feasibility study report and providing alternative designs, schedules, phasing plans and cost estimates for all alternatives.

**Impact on Funding** / **Price Analysis:** Maximum amount for this contract is \$461,110 available in Capital Project 33994. The funding is being provided by Empire State Development grant.

Change in Contract from Prior Procurement: No change.

Recommendation: Approve as Submitted

## **Advisement Information**

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00002	PWCSWCSW 00002 33994 000	01	\$461,110.00
	TOTAL \$461,110.00							

Additional Info				
Blanket Encumbrance				
Transaction	103			
Renewal				
% Increase				
% Decrease				

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$461,110.00
Capital	\$0.00
Other	\$0.00
Total	\$461,110.00

## **Routing Slip**

Department			
NIFS Entry	Loretta Dionisio	04/03/2023 02:42PM	Approved
NIFS Final Approval	Roseann D'Alleva	04/04/2023 08:54AM	Approved
Final Approval	Roseann D'Alleva	04/04/2023 08:54AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	04/04/2023 08:54AM	Approved
Final Approval	Roseann D'Alleva	04/04/2023 08:54AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	04/04/2023 09:58AM	Approved
Approval as to Form	Thomas Montefinise	04/05/2023 03:55PM	Approved
NIFS Approval	Mary Nori	04/11/2023 10:07AM	Approved
Final Approval	Mary Nori	04/11/2023 10:07AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/04/2023 09:42AM	Approved
NIFA Approval	Christopher Nolan	04/07/2023 01:15PM	Approved
Final Approval	Christopher Nolan	04/07/2023 01:15PM	Approved
Compliance & Vertical DCE		·	
Procurement Compliance Approval	Andrew Levey	04/11/2023 11:36AM	Approved
DCE Compliance Approval	Robert Cleary	04/17/2023 11:51AM	Approved
Vertical DCE Approval	Arthur Walsh	04/27/2023 01:36PM	Approved
Final Approval	Arthur Walsh	04/27/2023 01:36PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/27/2023 01:44PM	Approved

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

#### RULES RESOLUTION NO. - 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND CAMERON ENGINEERING & ASSOCIATES, LLP.

WHEREAS, the County has negotiated a personal services agreement with Cameron Engineering & Associates, LLP for engineering services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Cameron Engineering & Associates, LLP.

#### **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) Cameron Engineering & Associates, L.L.P., a consulting engineering firm having its principal office at 177 Crossways Park Drive, Woodbury, NY 11797 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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.** The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate twelve (12) month from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to six (6) months 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.

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

(a) The services to be provided by the Firm under this Agreement consist of the feasibility study for the Consolidation of Wastewater Services Point Lookout Sewer Service Feasibility Study Project S33994-01D. 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 <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

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

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

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

#### 3. Payment.

(a) <u>Amount of Consideration</u>. 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 shall not exceed Four Hundred Sixty-One Thousand and One Hundred Ten dollars (\$461,110.00).

(b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the <u>"Voucher"</u>) 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 <u>"Comptroller"</u>).

(c) <u>Timing of Payment Claims.</u> 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) <u>No Duplication of Payments.</u> 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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) <u>Payments Relating to Services Rendered by Subcontractors.</u> 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) <u>Copyrights.</u>

(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) <u>Pre-existing Rights.</u> 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) <u>Antitrust.</u> 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.

#### <u>Compliance with Law</u>.

(a) <u>Generally.</u> 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) <u>Nassau County Living Wage Law.</u> 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) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data (<u>"Information"</u>) 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.

(e) 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.

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.

(g) <u>Vendor Code of Ethics</u>. 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.

#### 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 (<u>"Approvals"</u>) necessary or appropriate in connection with this Agreement.

#### 9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the <u>"Indemnified Parties"</u>) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages <u>("Losses"</u>), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the 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) <u>Types and Amounts.</u> 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 (<u>"Workers' Compensation Insurance</u>"), 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) <u>Acceptability; Deductibles; Subcontractors.</u> 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) <u>Delivery: Coverage Change; No Inconsistent Action.</u> 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 <u>"County Executive"</u>), 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.

#### <u>12.</u> <u>Termination</u>.

(a) <u>Generally.</u> 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 <u>"Commissioner"</u>), 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 <u>"Applicable DCE"</u>) on the same day that notice is given to the Commissioner.

(c) <u>Contractor Assistance upon Termination</u>. 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 (<u>"Records"</u>), 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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 at 240 Old Country Road, Mineola, NY 11501, and (iv) if to 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. <u>Section and Other Headings</u>. 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 ventures 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 venture hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint ventures 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) <u>Approval and Execution</u>. 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) <u>Availability of Funds.</u> 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 Effective Date.

#### CAMERON ENGINEERING & ASSOCIATES, L.L.P.

By: YONO Name:\_ Title: Date:

#### NASSAU COUNTY

By:			
Name:			
Title:	County Execut	tive	
	Deputy	County	Executive
Date:			

#### PLEASE EXECUTE IN <u>BLUE</u> INK

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

 $\underbrace{Stephen Hasjryme}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she resides in the County of Massaw}_{\text{depose and say that he or she is the of County of Massaw}_{\text{depose and say that he or she is the of County of Massaw}_{\text{depose and say that he or she signed his or her name thereto by authority of the board of directors of said corporation.}}$ 

We fun Witeshi NOTARY PUBLIC

JILL ANN WITCOSKI Notary Public, State of New York Qualified in Nassau County Reg. No. 01WI6357883 My Commission Expires May 1, 20\_\_\_\_

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

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

NOTARY PUBLIC

#### EXHIBIT "A"

#### DETAILED SCOPE OF SERVICES

The County requires the Firm to evaluate the feasibility of a project to convert over 500 residential and 52 commercial septic systems to a sewage collection system connected to the Long Beach WPCP. The scope of services to be performed is summarized below:

#### Task 1: Mobilization

The Firm will begin work after attending a kickoff meeting with the County and PM-JV. Work will proceed continuously until all project tasks are completed. The Firm will provide a proposed project schedule for the County's approval which accommodates all deliverables. A summary of the intended means and methods for completing the Scope of Work will be submitted for review and approval no later than fourteen (14) days from the kick-off meeting.

Preparation of a study, sampling, and survey schedule as part of the overall Work Breakdown Structure (WBS) schedule for the Assignment, based upon a robust development strategy identifying technical and other milestones and their interrelation to define a critical path for the development of this Assignment and that of other associated projects. While this implementation schedule will need to be updated as the Assignment progresses, this preliminary version shall include the majority of activities that will be required and is intended to be used to guide the County's efforts.

Prior to and during the course of the work, The Firm should be aware that there will likely be interaction with other firms and agencies. The Firm is expected to be collaborative and answer any questions as necessary.

The Firm shall facilitate progress meetings, provide progress reports, and coordinate with the PM-JV monthly, at a minimum, over the duration of the Assignment.

The Firm shall participate in meetings with the PM-JV, County, Long Beach Department of Public Works, and others, as needed to provide status updates, obtain information, and support decision-making relevant to the Assignment.

#### 1. Health and Safety Plan

All operations will be in accordance with all applicable City, State, and Federal agencies and regulations, including, but not limited to, Occupational Safety and Health Administration (OSHA), National Institute of Occupational Safety and Health (NIOSH), New York State Department of Labor (NYDOL). The firm shall prepare and submit a health and safety plan that is compliant with the aforementioned agencies. The Plan will be stamped and signed by a New York State Licensed Professional Engineer (PE).

#### 2. <u>Certificate of Insurance</u>

Insurance must remain in effect for the length of the Study. Should insurance coverage change or expire during the course of the Study, new certificates of insurance will be supplied to the County at no additional expense.

#### Task 2: Sewer District Formation Assessment

- 1. The Firm shall be responsible for providing alternatives for the creation, operation and maintenance of the proposed Point Lookout Sewer District. The analysis shall include, at minimum, the following elements:
  - a. Details of the components involved in forming, building, financing construction, and managing the proposed Point lookout Sewer District.
  - b. A detailed analysis of the various methods related with the creation of a sewer district.
  - c. Operation of the Sewer District
  - d. Public participation
    - i. information and education
    - ii. Community impact
    - iii. Environmental impact
  - e. Formation of a Sewer District Committee Advantages and disadvantages
  - f. Study proposed district boundary alternatives and impacts to individual owner costs and potential wastewater flows
  - g. Review legal requirements and options for district formation
  - h. Prepare initial documents and costs per parcel to formally establish a Sewer District

#### **Task 3: Site Investigation**

1. Background Research

The Firm shall complete a study of the Point Lookout service area and its site conditions. Background research should be conducted prior to physical investigation. This research includes, but is not limited to, written, visual, and oral resources that can provide site specific information.

2. Investigation

The Firm shall prepare a scope of work that includes the proposed investigation methodology, sequencing of operations, areas of interest and/or concern. The Firm shall indicate how the investigation will be coordinated with the community's residents to minimize disruptions to their lives.

The Firm shall complete a thorough, systematic, and comprehensive investigation over the entire project area. The Firm shall analyze and document the utility infrastructure of the existing septic system and immediate surroundings and note any signs and types of defects, distress, deformation, and/or deterioration. The Firm shall prepare measured plans of existing conditions. Include a minimum of a site plan, sections, and details necessary to visually convey conditions.

The investigation shall include a comprehensive mapping the individual properties to be serviced by the new conveying system. All septic system shall be identified so that the design team can determine the best location for the connection of each household and/or businesses, including the following:

- a. Identification of all underground utilities at each parcel including but not limited to gas, water, electric conduits, drainage, wastewater and fiber optics.
- b. Identification of all sewer structures including sewer vents, sewage piping routes and the location of septic tanks.
- c. Inverts of sewer pipes leaving the buildings.

The Firm shall perform an investigation of the current zoning for all parcels included in the working area and an analysis of possible zoning modifications. All vacant properties shall be identified and all foreseeable zoning scenarios shall be determined to help detailing the wastewater flow forecast. The Firm shall provide a proposal for a NYS-licensed geotechnical engineer to perform a subsurface investigation. The proposal must include a geotechnical survey with proposed locations and quantities for sampling/testing and associated costs.

#### 3. Topographic Survey

The Firm shall provide a topographic survey of the project area as part of this contract. The topographic survey will comply with the County standards and will be prepared, signed, and sealed by a Licensed Surveyor.

#### Task 4: Environmental Hazard Identification

1. Environmental Testing

The Firm shall provide environmental testing for hazardous materials and universal waste and prepare reports. The objective of this task is to identify environmental hazards that may be present, to describe their location, and to quantify their extent. The potential presence and extent of onsite environmental hazards may present challenges, including mitigation cost and potentially complex site remediation. Quantification of hazards, if any, may be used to determine the various options/viability of project alternatives.

The Firm shall submit a recommended sampling and testing scheme for approval by the County and PM-JV prior to the start of work. The presence of hazardous materials will impact the cost of the future project. Before samples are taken, the Firm shall submit for approval the name of a State certified environmental testing laboratory that has the facilities to perform tests.

A summary report shall be prepared including data package, complete with professional interpretation, analysis and recommendations.

#### Task 5: Design and Construction Options

1. Develop Design and Construction Options

The Firm shall prepare a feasibility study report with concrete options for the County to proceed upon. Multiple alternatives shall be developed and evaluated based on their ability to:

- a. Offer creative and practical alternatives that could realistically be implemented in terms of cost
- b. Address the flooding issues
- c. Work with the attributes and challenges of the Site

The alternatives must include, but are not limited to:

- a. No action
- b. Conversion of the septic system to a sewage collection system using vacuum sewers
- c. Conversion of the septic system to a sewage collection system using low-pressure sewers

The Firm shall provide schedules, implementation, phasing plan, and cost estimates for all alternatives, noting that private property and potential stakeholders must be engaged early in the project design phase for on-time construction completion. The Firm shall provide a timeframe for the community's residents to disconnect their septic tanks and utilize the sewage collection system.

In the estimates for all alternatives, include:

- costs to abandon existing utilities (septic tanks) and piping
- remediation costs for the septic tank areas, if required
- maintenance of traffic (MOT) costs
- costs to restore all impacted roadways to original state

- costs to use existing and new piping
- life cycle costs
- operations and maintenance costs

The feasibility study shall include all the information listed in all tasks. The Firm shall also provide a list of potential permits (Federal, State, and Local permits) to support construction, and a list of stakeholders. The Firm shall provide a community outreach plan.

#### 2. Select and Develop Optimal Alternative

The directive here is to select and further develop a preferred alternative and create a presentation based on that plan to be potentially used for display to local government officials, community groups, and other organizations. Based on a review of the proposed alternatives, the County and PM-JV will determine which of the concepts if best suited for further development.

#### **Schedule and Deliverables**

The time allowed for the completion of this assignment is twelve (12) calendar months for a final feasibility study with draft feasibility study submission at six (6) calendar months from the start of work.

During the development period, the Firm shall prepare for and attend biweekly review meetings to review the job progress and to resolve design and other related questions. The Firm shall prepare draft and final minutes for each meeting, and after County approval, distribute the minutes to all attendees.

Provide six (6) copies and one electronic (\*PDF format) copy of the Draft and Final Feasibility Study Report for review. Both the draft and final reports shall be reviewed by the PM-JV and the County and all comments shall be addressed by the Firm.

#### EXHIBIT "B"

#### **PAYMENT SCHEDULE**

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:

**Feasibility Study Report** - The Contractor shall be paid a total lump sum amount of **Three Hundred Fifty-Four Thousand and Seven Hundred dollars (\$354,700.00)** to cover all costs associated with the Feasibility Study, as outlined in Exhibit A, exclusive of extra services.

The Firm shall receive a fee equal to a percentage of the total cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

Phase of Work	% of Fee
Draft Feasibility Study Report	45%
Final Feasibility Study Report	45%
Final Acceptance of Feasibility Study Report	10%

**Partial Payments** - The Contractor'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 Contractor's work completed for each Task, as approved by the Commissioner.

**Overtime** - Payment vouchers which include overtime shall not be approved by the Department without the Contractor 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.

**Extra Services or Additional Costs** - If the Contractor 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 Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, 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.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount not to exceed 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 Contractor 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 a multiplier not to exceed 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.

#### EXHIBIT C

#### **CLARIFICATIONS AND ASSUMPTIONS**

1. No survey boundary work will be performed during this study phase.

2. Cost includes preparation of a Geotechnical proposal to perform a subsurface investigation and survey with recommended boring locations, sampling and testing in accordance with the RFP.

3. The additional costs for borings. Total of 16 borings to a depth of 40 feet as part of subsurface investigation is \$49,500. This includes geotechnical report.

4. Cost includes an environmental investigation consisting of a research of environmental data bases for reported contamination and spills to identify a hazardous material and sampling plan. Additional costs for collecting environmental samples for analysis during the boring plan for soil sample analysis (VOCs, SVOCs, TAL metal) is \$1,800/sample.

5. Utility location will be Quality Level C. No electromagnetic toning or ground penetrating radar to be conducted during the study phase.

6. Benchmarks will be set for photogrammetric control and will not be set along every street. Additional vertical control work would need to be done during final design phase.

7. First floor elevation, cesspool locations, and utility service line locations will only be measured on houses that are to have trap elevations measured.

8. Cost includes mapping of 30 individual properties as representative of the area to be serviced by the new collection system. Mapping to be based on a visual observed site conditions, trap elevations, and utility line depiction. Additional parcels cost is \$650/parcel.

#### 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, upgrading, 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.

- 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
   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.
- (I) 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 (I) 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.

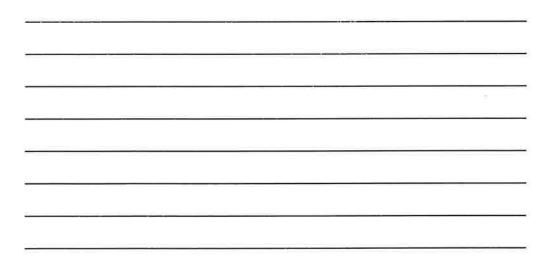
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to intergovernmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit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

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

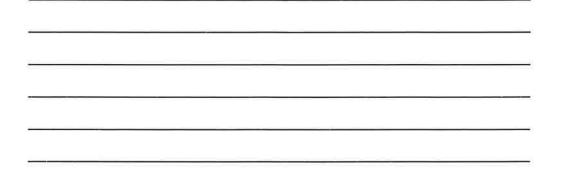
1. The chief executive officer of the Proposer/Bidder is:

Cameron J (Name) Dr. Wadhur Address) (Telephone Number)

- 2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
- 3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:



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



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

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

Dated

Signature of Chief Executive Officer

Jr. P.E.

Name of Chief Executive Officer

Sworn to before me this

n Witioshi day of March In

Notary Public

JILL ANN WITCOSKI Notary Public, State of New York Qualified in Nassau County Reg. No. 01WI6357883 My Commission Expires May 1, 20 05

•



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

#### 1. Vendor: Cameron Engineering & Associates, LLP

#### 2. Amount requiring NIFA approval: \$461,110.00

Amount to be encumbered: \$461,110.00

Slip Type: New

If new contract - \$ amount should be full amount of contract If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only

#### 3. Contract Term: to 12 months from NTP

Has work or services on this contract commenced? No

If yes, please explain:

<b>4. Funding Source:</b> General Fund (GEN) Capital Improvement Fund (CAP)	X	Grant Fund (GRT) Other
Federal % State % County %	0 100 0	
Is the cash available for the full amount o If not, will it require a future borrowing? Has the County Legislature approved the Has NIFA approved the borrowing for the	borrowing?	No No Yes No

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

This is a contract for engineering services to conduct feasibility study for planning purposes of the Point Lookout sewer service system. Point Lookout (PL), located on Long Beach's eastern-most tip is an unsewered community at risk to sea level rise & costal flooding. This project aims to convert overt 500 residential & commercial septic systems to a sewage collection system connected to the LB WPCP. Storms like Hurricane Sandy not only threaten the areas critical infrastructure, but also, due to subsidence, inundation, and storm surge, impact the ability of individual septic tanks to properly operate. Considering an unexpected increase in intensity & frequency of heavy storms & coastal flooding, the County & the Town of Hempstead has determined that a unified collection system would be more beneficial to the community.

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

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

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

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

Contract IDPosting DateAmount Added in Prior 12 Months
--

#### AUTHORIZATION

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

CNOLAN	04/07/2023	
Authenticated User	<u>Date</u>	

#### **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.

<u>Authenticated User</u>

<u>Date</u>

#### NIFA

Amount being approved by NIFA:

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

<u>Authenticated User</u>

<u>Date</u>

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips Comptroller



**OFFICE OF THE COMPTROLLER** 240 Old Country Road Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS:

FEDERAL TAX ID #:

<u>Instructions</u>: Please check the appropriate box (" $\square$ ") 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]. \_\_\_\_\_ [#] of sealed bids were received and opened.

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

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

(list # of persons on

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

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

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

[describe

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

# IV. $\Box$ 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. $\Box$ 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.  $\Box$  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.

<u>Instructions with respect to Sections VIII, IX and X:</u> 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. D Vendor will not require any sub-contractors.

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

Department Head Signature Date

<u>NOTE:</u> 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. Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3

## **Certificate of No Change Form**



All fields must be filled.

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

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

I, <u>Joseph R. Amato, PE, LEED AP</u> state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

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

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

## **Vendor Disclosures**

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

Name of Submitting Entity:	Cameron Engineering & Associates, LLP
Vendor's Address:	177 Crossways Park Drive Woodbury NY US 11797
Vendor's EIN or TIN:	
Forms Submitted:	

Political Campaign Contribution Disclosure Form: 01/11/2023 05:18:11 pm

Lobbyist Registration and Disclosure Form: 03/03/2023 08:33:46 am

Business History Form certified: 03/21/2023 10:40:32 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/02/2023 03:09:02 pm

# Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Janica Jijina, PE, AICP CEP, LEED AP [JJIJINA@CAMERONENGINEERING.COM]
Date Certified	03/03/2023 06:57:01 am
Principal Name	Richard J. Zapolski, Jr., P.E. [RZAPOLSKI@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 02:26:21 pm
Principal Name	Stephen Hadjiyane, PE, BCEE [SHADJIYANE@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 02:42:49 pm
Principal Name	Mark Wagner, CEP, LEED AP [MWAGNER@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 02:40:35 pm
Principal Name	Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 01:40:50 pm
Principal Name	Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 11:56:25 am
Principal Name	John D. Cameron, Jr., PE [JDC@CAMERONENGINEERING.COM]
Date Certified	03/02/2023 08:49:13 am
Principal Name	Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]
Date Certified	03/01/2023 02:48:09 pm

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

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

#### CERTIFICATION

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

Joseph R. Amato, PE JRA@CAMERONENGINEERING.COM Name

Senior Partner

Title

Cameron Engineering & Associates, LLP Name of Submitting Entity

#### 03/24/2023 04:47:48 pm



#### 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 [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by: Joseph R. Amato, PE [JRA@CAMERONENGINEERING.COM]

Dated: 01/11/2023 05:18:11 pm

Vendor:	Cameron Engineering & Associates, LLC	

Title: Senior Partner

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

	ame: John D. Cameron, Jr.	., PE			
Date of birt					
Home addr	ess:				
		State/Province/		Zip/Postal	
City:		Territory:		Code:	
Country:	US				
Business Ac	dress: 177 Crossw	vays Park Drive			
		, State/Province/		Zip/Postal	
City:	Woodbury	Territory:	NY	Code:	11797
Country	US				
Telephone:	(516) 827-4900				
Other prese	ent address(es):				
		State/Province/		Zip/Postal	_
City:		Territory:		Code:	
, Country:					
Country: Telephone:					
Country: Telephone: List of othe	r addresses and telephone nu		applicable)		
Country: Telephone: List of other Positions he	r addresses and telephone nu	d starting date of each (check all	applicable)		
Country: Telephone: List of other Positions he President	r addresses and telephone nu eld in submitting business and	d starting date of each (check all			
Country: Telephone: List of other Positions he President Chairman o	r addresses and telephone nu eld in submitting business and f Board	d starting date of each (check all Treasurer Shareholde			
Country: Telephone: List of other Positions he President Chairman o Chief Exec.	r addresses and telephone nu eld in submitting business and f Board Officer	d starting date of each (check all Treasurer Shareholde Secretary			
Country: Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finan	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer	d starting date of each (check all Treasurer Shareholde			
Country: Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finant	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer	d starting date of each (check all Treasurer Shareholde Secretary			
Country: Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finan	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer	d starting date of each (check all Treasurer Shareholde Secretary			
Country: Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finant Vice Preside (Other)	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer ent Other	d starting date of each (check all Treasurer Shareholde Secretary			
Country: Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finan Vice Preside (Other)	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer ent	d starting date of each (check all Treasurer Shareholde Secretary			

<sup>3.</sup> Do you have an equity interest in the business submitting the questionnaire? YES [X] NO [] If Yes, provide details.

John D. Cameron, Jr., PE owns 41.8% of Cameron Engineering & Associates, LLP. The firm Cameron Engineering, Planners and Landscape Architects, PC owns 38.2% of the firm Cameron Engineering & Associates, LLP. John D. Cameron, Jr., PE owns 100% of the firm Cameron Engineering, Planners and Landscape Architects, PC.

- 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 [X] 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 [X] NO [ ] If Yes, provide details.

Cameron Engineering & Associates of New York, PLLC - Owner Cameron Engineering, Planning and Landscape Architecture, P.C. - Owner Long Island Regional Planning Council, Chairman East End Recycling & Compositing Co., L.P.- Partner Omni East End, Inc. - President Bayfront Development Group, LLC - Officer

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 [X] NO [] If Yes, provide details.

CUCF-CUNY A/E and Misc Consultant Services for Plumbing/Fire Protection Engineering Services CUCF-CUNY A/E and Misc Consultant Services for Mechanical/HVAC Engineering Services CUCF-CUNY A/E and Misc Consultant Services for Electrical Engineering Services

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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
   YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?
   YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

## I, John D. Cameron, Jr., PE

, hereby acknowledge that a materially false statement

willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John D. Cameron, Jr., PE , 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.

Cameron Engineering & Associates, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by: John D. Cameron, Jr., PE JDC@CAMERONENGINEERING.COM

Managing Partner

Title

03/02/2023 08:49:13 am

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

	ame: Joseph R. Amato, PE	, LEED AP			
Date of birt	h:				
Home addr	ess:				
		State/Province/		Zip/Postal	
City:		Territory:		Code:	
Country:	US				
-					
Business Ac	dr <u>ess:</u> 177 Crossw	ays Park Drive			
		State/Province/		Zip/Postal	
City:	Woodbury	Territory:	NY	Code:	11797
Country	US				
Telephone:	(516) 827-4900				
Other prese	ent address(es):				
other prest		State/Province/		Zip/Postal	
City:		Territory:		Code:	
Country:					
-					
Telephone: List of othe	r addresses and telephone nu	mbers attached			
List of othe	r addresses and telephone nu				
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List of othe Positions he	r addresses and telephone nu	l starting date of each (check all a	applicable)		
List of othe	r addresses and telephone nu eld in submitting business and				
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List of othe Positions he President Chairman o Chief Exec. Chief Finan	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer	l starting date of each (check all a Treasurer Shareholde Secretary			
List of othe Positions he President Chairman o Chief Exec. Chief Finan Vice Preside	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer	l starting date of each (check all a Treasurer Shareholde Secretary			
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List of othe Positions he President Chairman o Chief Exec. Chief Finan Vice Preside (Other)	r addresses and telephone nu eld in submitting business and of Board Officer cial Officer ent Other	l starting date of each (check all a Treasurer Shareholde Secretary Partner			

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

YES [X] NO [] If Yes, provide details. 20% Share of Ownership

- 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 [X] 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 [X] NO [] If Yes, provide details.

Cameron Engineering & Associates of New York,. PLLC - Owner Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer

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 [X] NO [] If Yes, provide details.

CUCF-CUNY A/E and Misc Consultant Services for Plumbing/Fire Protection Engineering Services CUCF-CUNY A/E and Misc Consultant Services for Mechanical/HVAC Engineering Services CUCF-CUNY A/E and Misc Consultant Services for Electrical Engineering Services

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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
   YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
   YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?
   YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
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- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

, 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 R. Amato, PE, LEED AP , 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.

Cameron Engineering & Associates, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by: Joseph R. Amato, PE, LEED AP JRA@CAMERONENGINEERING.COM

Senior Partner

Title

03/01/2023 11:56:25 am

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

		State/Province/	Zip/Postal
City:		Territory:	Code:
Country:	US		
Business Add	ress: 177 Crosswa	ys Park Drive	
		State/Province/	Zip/Postal
City:	Woodbury	Territory:NY	Code:11797
Country	US		
Telephone:	516-827-4900		
Other preser	t address(es):		
		State/Province/	Zip/Postal
City:		Territory:	Code:
Country:			
Telephone:			
	addresses and telephone nun		
	d in submitting business and	starting date of each (check all applicable)	
President		Treasurer	
President Chairman of	Board	Treasurer Shareholder	
President Chairman of Chief Exec. O	Board	Treasurer Shareholder Secretary	
President Chairman of Chief Exec. O Chief Financi	Board fficer al Officer	Treasurer Shareholder Secretary	01/2008
President Chairman of Chief Exec. O	Board fficer al Officer	Treasurer Shareholder Secretary	01/2008

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 [X] 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 [X] NO [ ] If Yes, provide details.
 Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer (Secretary)

1 File(s) uploaded: Jan 21, 2021\_CEPLA form.pdf

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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] 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 [X] 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?

- b. Is there any misdemeanor charge pending against you?
   YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?
   YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

#### I, Janice Jijina, PE, AICP CEP, LEED AP

, 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, Janice Jijina, PE, AICP CEP, LEED AP , 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.

Cameron Engineering & Associates, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by: Janica Jijina, PE, AICP CEP, LEED AP JJIJINA@CAMERONENGINEERING.COM

Partner

Title

03/03/2023 06:57:01 am

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

		State/Province/		Zip/Postal	
City:		Territory:		Code:	
, Country:	US	,			
Business Ad	Idress: 177 Crossw	vays Park Drive			
Buomess / lo		State/Province/		Zip/Postal	
City:	Woodbury	Territory:	NY	Code:	11797
Country	US				
Telephone:					
Othor proce	ent address(es):				
other prese	address(es).	State/Province/		Zip/Postal	_
City:		Territory:		Code:	
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Telephone: List of other Positions he President	r addresses and telephone nu eld in submitting business and	d starting date of each (check all ap Treasurer	plicable)		
Telephone: List of other Positions he President Chairman o	r addresses and telephone nu eld in submitting business and	starting date of each (check all ap Treasurer Shareholder	plicable)		
Telephone: List of other Positions he President Chairman o Chief Exec.	r addresses and telephone nu eld in submitting business and f Board Officer	d starting date of each (check all ap Treasurer Shareholder Secretary		2008	
Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finan	r addresses and telephone nu eld in submitting business and f Board Officer cial Officer	starting date of each (check all ap Treasurer Shareholder	plicable)	2008	
Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finand Vice Preside	r addresses and telephone nu eld in submitting business and f Board Officer cial Officer	d starting date of each (check all ap Treasurer Shareholder Secretary		/2008	
Telephone: List of other Positions he President Chairman o Chief Exec. Chief Finan	r addresses and telephone nu eld in submitting business and f Board Officer cial Officer	d starting date of each (check all ap Treasurer Shareholder Secretary		/2008	

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 [X] 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 [X] If Yes, provide details.
- 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
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   YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

, 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, Mark Wagner, CEP, LEED AP , 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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Cameron Engineering & Associates, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by: Mark Wagner, CEP, LEED AP MWAGNER@CAMERONENGINEERING.COM

Partner

Title

03/01/2023 02:40:35 pm

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

	ss:				
		State/Province/		Zip/Postal	_
City:		Territory:		Code:	_
Country:	US				
Business Add	Iress: 177 Crossw	ays Park Drive			
		State/Province/		Zip/Postal	
City:	Woodbury	Territory:	NY	Code:	_11757
Country	US				
Telephone:	516-224-5269				
Other preser	nt address(es):				
		State/Province/		Zip/Postal	_
City:		Territory:		Code:	
Country:					
Telephone:					
relephone.					
-	addresses and telephone nu	mbers attached			
List of other		mbers attached I starting date of each (check all ap	plicable)		
List of other			plicable)		
List of other Positions hel	d in submitting business and	l starting date of each (check all ap	plicable)		
List of other Positions hel President	d in submitting business and	l starting date of each (check all ap Treasurer Shareholder	plicable)		
List of other Positions hel President Chairman of	d in submitting business and Board Officer	I starting date of each (check all ap Treasurer Shareholder Secretary Partner		2017	
List of other Positions hel President Chairman of Chief Exec. O	d in submitting business and Board Officer al Officer	l starting date of each (check all ap Treasurer Shareholder Secretary	plicable) 	2017	
List of other Positions hel President Chairman of Chief Exec. C Chief Financi	d in submitting business and Board Officer al Officer	I starting date of each (check all ap Treasurer Shareholder Secretary Partner		2017	
List of other Positions hel President Chairman of Chief Exec. O Chief Financi Vice Presider	d in submitting business and Board Officer al Officer	I starting date of each (check all ap Treasurer Shareholder Secretary Partner		2017	
List of other Positions hel President Chairman of Chief Exec. O Chief Financi Vice Presider (Other)	d in submitting business and Board Officer al Officer nt	I starting date of each (check all ap Treasurer Shareholder Secretary Partner	01/01/	2017	

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 [X] 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 [X] If Yes, provide details.
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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  - a. Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
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YES [] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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- 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- 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?
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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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

, 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, Michael J. Hults, PE, LEED AP , 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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Cameron Engineering & Associates, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by: Michael J. Hults, PE, LEED AP MHULTS@CAMERONENGINEERING.COM

Partner

Title

03/01/2023 01:40:50 pm

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

		State/Province/		Zip/Postal	
City:		Territory:		Code:	
Country:	US				
Business Add	ress: 177 Crossv	vays Park Drive			
		State/Province/		Zip/Postal	
City:	Woodbury	Territory:	NY	Code:	11797
Country	US				
Telephone:	516-224-5267				
Other presen	t address(es):				
		State/Province/		Zip/Postal	_
City:		Territory:		Code:	
Country:					
Telephone:					
List of other a	addresses and telephone n	imbers attached			
List of other a	addresses and telephone nu	umbers attached			
		umbers attached d starting date of each (check all ap	oplicable)		
Positions hel			oplicable)		
Positions hele President	d in submitting business and	d starting date of each (check all ap			
Positions hele President Chairman of	d in submitting business and Board	d starting date of each (check all ap Treasurer Shareholder			
Positions held President Chairman of Chief Exec. O	d in submitting business and Board fficer	d starting date of each (check all ap Treasurer Shareholder Secretary		2008	
Positions hele President Chairman of Chief Exec. O Chief Financi	d in submitting business and Board fficer al Officer	d starting date of each (check all ap Treasurer Shareholder		2008	
Positions hele President Chairman of Chief Exec. O Chief Financi Vice Presider	d in submitting business and Board fficer al Officer	d starting date of each (check all ap Treasurer Shareholder Secretary		2008	
	d in submitting business and Board fficer al Officer	d starting date of each (check all ap Treasurer Shareholder Secretary		2008	

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 [X] 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 [X] If Yes, provide details.
- 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 [X] If Yes, provide details.

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- 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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   YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
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- In addition to the information provided, in the past 5 years has any business or organization listed in response to
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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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

# Page 4 of 4

Date

١, Nicholas A. Kumbatovic, PE, LEED AP 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.

willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any

### CERTIFICATION

١,

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Cameron Engineering & Associates, LLC

Nicholas A. Kumbatovic, PE, LEED AP

Name of submitting business

Electronically signed and certified at the date and time indicated by: Nicholas A. Kumbatovic, PE, LEED AP NKUMBATOVIC@CAMERONENGINEERING.COM

affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

Partner

Title

03/01/2023 02:48:09 pm

, hereby certify that I have read and understand all the

, hereby acknowledge that a materially false statement

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

	ess:			
		State/Province/	Zip/Posta	al
City:		Territory:	Code:	
Country:	US			
Business Ac	ldress: 177 Crossw	vays Park Drive		
		State/Province/	Zip/Post	al
City:	Woodbury	Territory: NY	Code:	11797
Country	US			
Telephone:	516-224-5290			
Other prese	ent address(es):			
		State/Province/	Zip/Post	al
City:		Territory:	Code:	
Country:				
Telephone:				
relephone.				
·	r addresses and telephone nu	Imbers attached		
List of othe		imbers attached I starting date of each (check all applica	ble)	
List of othe			ble)	
List of other Positions he	eld in submitting business and	starting date of each (check all applica	ble)	
List of othe Positions he President	eld in submitting business and	starting date of each (check all applica	ble)	
List of othe Positions he President Chairman o	eld in submitting business and f Board Officer	starting date of each (check all applica Treasurer Shareholder	ble) 04/26/2021	
List of other Positions he President Chairman o Chief Exec.	eld in submitting business and f Board Officer cial Officer	d starting date of each (check all applica Treasurer Shareholder Secretary		
List of other Positions he President Chairman o Chief Exec. Chief Finan	eld in submitting business and f Board Officer cial Officer	d starting date of each (check all applica Treasurer Shareholder Secretary		

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 [X] 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?
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YES [] NO [X] 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?

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- 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 [X] 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.)

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

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 YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard J. Zapolski, Jr., 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 J. Zapolski, Jr., 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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Cameron Engineering & Associates, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by: Richard J. Zapolski, Jr., P.E. RZAPOLSKI@CAMERONENGINEERING.COM

Partner

Title

03/01/2023 02:26:21 pm

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 Nan Date of birth		, PE, BCEE	
	Home addres			
			State/Province/	Zip/Postal
	City:		Territory:	Code:
	Country:	US		
	Business Add	ress: 177 Cross	ways Park Drive	
			State/Province/	Zip/Postal
	City:	Woodbury	Territory: NY	Code: 11797
	Country	US		
	Telephone:	5162245201		
	Other preser	t address(es):		
		i	State/Province/	Zip/Postal
	City:		Territory:	Code:
	Country:			
	Telephone:			
	List of other a	addresses and telephone n	umbers attached	
2.	Positions hel	d in submitting business an	d starting date of each (check all applicable)	
	President		Treasurer	
	Chairman of	Board	Shareholder	
	Chief Exec. O	fficer	Secretary	
	Chief Financi	al Officer	Partner 01/01/20	)22
	Vice Presider	nt		
	(Other)			
3.	•		usiness submitting the questionnaire?	
	YES [ ] NO [X]	If Yes, provide details.		

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?
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I, Stephen Hadjiyane, PE, BCEE

, 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, Stephen Hadjiyane, PE, BCEE , 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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Cameron Engineering & Associates, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by: Stephen Hadjiyane, PE, BCEE SHADJIYANE@CAMERONENGINEERING.COM

Partner

Title

03/01/2023 02:42:49 pm

Date

### **Business History Form**

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

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

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

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

Date:	03/01,	/2023								
1)	Proposer's	s Legal Name:	Cameron Engir	ieering &	& Associates, LLP					
2)	Address of Place of Business:		177 Crossways	Park Dri	ve					
	City:	Woodbury			tate/Province/ erritory:	NY	Zip/Postal Code:	11797		
	Country:	US								
3)	Mailing Address (if different):									
	City:				tate/Province/ erritory:		Zip/Postal Code:			
	Country:									
	Phone:									
	Does the b	ousiness own or ren	t its facilities?	R		lf	other, please prov	ide details:		
4)	Dun and B	radstreet number:								
5)	Federal I.D	). Number:								
6)	The propo	ser is a: Partne	rship		(Describe	)				
7)		ousiness share office	• • •	quipme	nt expenses with a	any other busine	ess?			
	YES [] NO [X] If yes, please provide details:									

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

YES [] NO [X] If yes, please provide details:

- Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
   YES [] NO [X] If yes, please provide details:
- 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 [X] 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 [X] 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 [X] 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? 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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.

As part of our extensive QA/QC procedures, all Firm principals, partners, and upper level staff members are thoroughly aware of clients and projects outside their specific departments. Cameron Engineering policy and the ethical requirements of our staff members' Professional Engineering licenses require us to research potential conflicts of interest prior to establishing a work relationship with potential new clients. Our firm has indeed

### turned away multiple new projects due to an actual or perceived conflict of interest that might have resulted.

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 [X] NO []

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation; 07/25/1997
- 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.

1 File(s) uploaded: BHF\_A.ii\_Ownership Information\_Financial Interest\_2023.03.01.pdf

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

1 File(s) uploaded: BHF\_A.iii\_List of officers and directors\_2023.03.01.pdf

- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 105
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments

1 File(s) uploaded: BHF\_A.vii\_Awards 2023.pdf

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

1 File(s) uploaded: CEA Certificate of Authority\_Expires 2023.pdf

- B. Indicate number of years in business.38
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Cameron Engineering has been successfully working with Nassau County for 38 years.

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	Village of Sag Harbor		
Contact Person	Dee Yardley, Superintendent		
Address	55 Main Street, PO Box 660		
City	Sag Harbor	State/Province/Territory	NY
Country	US		
Telephone	(516) 239-6777	-	
Fax #	(631) 725-0222		
E-Mail Address	dpw@sagharborny.gov		
		-	
Company	Suffolk County Dept. of Public Works		
Contact Person	Janice McGovern, PE		
Address	360 Yaphank Ave, Suite 2B		
City	Yaphank	State/Province/Territory	NY
Country	US	-	
Telephone	(631) 852-4188		
Fax #			
E-Mail Address	janice.mcgovern@suffolkcountyny.gov		
Company	Town of Hempstead		
Contact Person	Jeff Tierney		
Address	350 Front Street, Old Town Hall Room 235		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 489-5000	-	
Fax #			
E-Mail Address	jefftie@hempsteadny.gov	- -	

I, Joseph R. Amato, PE, LEED AP , 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 R. Amato, PE, LEED AP , 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:

Cameron Engineering & Associates, LLP

Electronically signed and certified at the date and time indicated by: Joseph R. Amato, PE, LEED AP JRA@CAMERONENGINEERING.COM

Senior Partner

Title

03/21/2023 10:40:32 am

Date

Date: March 1, 2023

# **BUSINESS HISTORY FORM**

A.ii

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

# Cameron Engineering & Associates, LLP

John D. Cameron, Jr., P.E., Managing Partner

Joseph R. Amato, P.E., LEED AP, Senior Partner

Date: March 1, 2023

# **BUSINESS HISTORY FORM**

### A.iii

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

# Cameron Engineering & Associates, LLP

1	John D. Cameron, Jr., P.E.	Managing Partner
2	Joseph R. Amato, P.E., LEED AP	Senior Partner
3	Mark Wagner, CPE, LEED AP	Principal
4	Michael J. Hults, PE, LEED AP	Partner
5	Nicholas A. Kumbatovic, PE, LEED AP	Partner
6	Janice Jijina, PE, AICP CEP, LEED AP	
		Partner
8	Stephen Hadjiyane, PE, BCEE	Partner

### ENGINEERING EXCELLENCE AWARDS

11 Park Drive—a vibrant home for Seniors





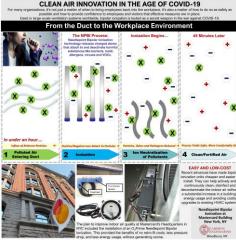
The Greenwich Hotel, Tribeca, NY 2023 ACEC NY Engineering Excellence Gold

CLEAN AIR INNOVATION IN THE AGE OF COVID-19



11 Park Drive

FDNY Training Academy Live-Fire Training Bldg. 2022 ACEC NY Engineering Excellence Diamond



**Needlepoint Bipolar Ionization System Engineering Services for Mastercard** 2022 ACEC NY Engineering Excellence Platinum



Water Quality Improvements at Gerry Pond Park 2022 ACEC NY Engineering Excellence Gold

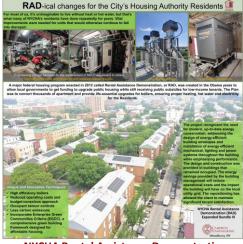




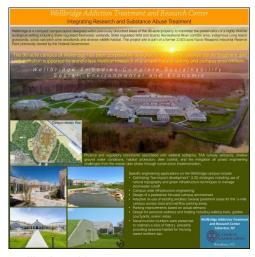
**Ronkonkoma Hub Sanitary Pump Station** and Force Main Piping 2021 ACEC NY Engineering Excellence Diamond



Sisters of St. Joseph - Innovative/Alternative **Wastewater Treatment Systems** 2023 ACEC NY Engineering Excellence Silver



**NYCHA Rental Assistance Demonstration** (RAD) Expanded Bundle III 2022 ACEC NY Engineering Excellence Gold



Wellbridge Addiction Treatment & Research Ctr 2021 ACEC NY Engineering Excellence Gold

# 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

CAMERON ENGINEERING & ASSOCIATES LLP 177 CROSSWAYS PARK DRIVE WOODBURY, NY 11797-2016

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

14.5



ROSA INTERIM MMMISSIONER OF EDUCATION

CERTIFICATE NUMBER 0017975

### COUNTY OF NASSAU

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

1. Name of the Entity:	Cameron Engin	eering & Associates, LLP			
Address: <u>177 Crossv</u>	vays Park Drive				
City: Woodbury		State/Province/Territory:	NY	Zip/Postal Code:	11797
Country: US					
2. Entity's Vendor Identi	ification Number:				
3. Type of Business:	Partnership	(specify)			

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

1 File(s) uploaded: Q4\_CCV\_2023.03.01.pdf

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.

Cameron Engineering & Associates, LLP is owned by two individuals - John D. Cameron, Jr. and Joseph R. Amato. The third owner is a professional corporation - Cameron Engineering, Planning and Landscape Architecture, P.C.

1 File(s) uploaded: Q5\_CCV\_2023.03.01.pdf

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.

Cameron Engineering, Planning & Landscape Architecture, P.C. Cameron Engineering & Associates of New York, PLLC

1 File(s) uploaded: Q6\_CCV\_2023.03.01.pdf

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

> Are there lobbyists involved in this matter? YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s): None. There are NO lobbyists utilized.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities. None. There are NO lobbyists utilized.

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

None. There are NO lobbyists utilized.

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: Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]

Dated: 03/02/2023 03:09:02 pm

Title: Senior Partner

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



# **CAMERON ENGINEERING** & Associates, L.L.P.

177 Crossways Park Drive 1411 Broadway, Suite 610 303 Old Tarrytown Road, 1st Floor

Active Member of ACEC New York

(516) 827-4900 (212) 324-4000

Woodbury, NY 11797 New York, NY 10018 White Plains, NY 10603 (914) 721-8300

Nicholas A. Kumbatovic, P.E.

Mark Wagner, CEP

Managing Partner John D. Cameron, Jr., P.E.

Senior Partner Joseph R. Amato, P.E. Partners / Principals

Michael J. Hults, P.E. Richard J. Zapolski, Jr., P.E. Stephen Hadjiyane, P.E., BCEE

Janice Jijina, P.E., AICP CEP

Senior Associates

Glenn DeSimone, P.E., CPE Michael A. De Giglio, R.L.A.

Associate Sarah Oral, P.E.

March 1, 2023

# **County of Nassau** Consultants, Contractor's and Vendor's Disclosure Form

### **Question 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):

John D. Cameron, Jr., PE – Managing Partner	Partner and Owner
Joseph R. Amato, PE, LEED AP –	Partner and
Senior Partner	Owner
Mark Wagner, CPE, LEED AP	Partner
Michael J. Hults, PE, LEED AP	Partner
Nicholas A. Kumbatovic, PE, LEED AP	Partner
Janice Jijina, PE, AICP CEP, LEED AP	Partner
Richard J. Zapolski, Jr., PE	Partner
Stephen Hadjiyane, PE, BCEE	Partner



# CAMERON ENGINEERING & Associates, L.L.P.

177 Crossways Park Drive 1411 Broadway, Suite 610 303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Woodbury, NY 11797 New York, NY 10018

(516) 827-4900 (212) 324-4000



Managing Partner John D. Cameron, Jr., P.E.

Senior Partner Joseph R. Amato, P.E.

### Partners / Principals

Mark Wagner, CEP Janice Jijina, P.E., AICP CEP Nicholas A. Kumbatovic, P.E. Michael J. Hults, P.E. Richard J. Zapolski, Jr., P.E. Stephen Hadjiyane, P.E., BCEE

Senior Associates

Glenn DeSimone, P.E., CPE Michael A. De Giglio, R.L.A.

Associate Sarah Oral, P.E.

March 1, 2023

# **County of Nassau** Consultants, Contractor's and Vendor's Disclosure Form

### **Question 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.

John D. Cameron, Jr., PE	41.8% Owner	
Managing Partner	(Individual Shareholder)	
Joseph R. Amato, PE, LEED AP	20% Owner	
Senior Partner	(Individual Shareholder)	
Cameron Engineering, Planning and	38.2%	
Landscape Architecture, P.C.	(Private Company)	
Mark Wagner, CPE, LEED AP	Principal	
Michael J. Hults, PE, LEED AP	Partner	
Nicholas A. Kumbatovic, PE, LEED AP	Partner	
Janice Jijina, PE, AICP CEP, LEED AP	Partner	
Richard J. Zapolski, Jr., PE	Partner	
Stephen Hadjiyane, PE, BCEE	Associate Partner	



# CAMERON ENGINEERING & Associates, L.L.P.

177 Crossways Park Drive 1411 Broadway, Suite 610 303 Old Tarrytown Road, 1st Floor

Woodbury, NY 11797 New York, NY 10018

(516) 827-4900 (212) 324-4000 White Plains, NY 10603 (914) 721-8300





John D. Cameron, Jr., P.E.

Senior Partner Joseph R. Amato, P.E.

### Partners / Principals

Mark Wagner, CEP Janice Jijina, P.E., AICP CEP Nicholas A. Kumbatovic, P.E. Michael J. Hults, P.E. Richard J. Zapolski, Jr., P.E. Stephen Hadjiyane, P.E., BCEE

Senior Associates

Glenn DeSimone, P.E., CPE Michael A. De Giglio, R.L.A.

Associate Sarah Oral, P.E.

March 1, 2023

In accordance with Question 6 on the CCV of the Vendor Portal:

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.

Cameron Engineering, Planning & Landscape Architecture, P.C. Cameron Engineering & Associates of New York, PLLC

## NEITHER OF THESE AFFILIATES WILL TAKE ANY PART OF THE PERFORMANCE OF ANY CONTRACT.



# CERTIFICATE OF LIABILITY INSURANCE

ABERCH

DATE (MM/DD/YYYY)
3/6/2023

CAMERONENG

CEI BEI REI	RT LO PR	IFICATE DOES N W. THIS CERTI ESENTATIVE OR RTANT: If the o	NOT AFFIRMAT IFICATE OF INS PRODUCER, AI	IVEL SURA ND T r is a	Y OI ANCE HE C In AD	R OF INFORMATION ONLY R NEGATIVELY AMEND, E DOES NOT CONSTITUTE ERTIFICATE HOLDER.	EXTEND OR ALT A CONTRACT	TER THE CO BETWEEN ave ADDITIO	OVERAGE AFFORDED THE ISSUING INSURER	BY TH (S), AU	E POLICIES ITHORIZED
						terms and conditions of th ificate holder in lieu of such	endorsement(s)		require an endorsemen	t. A St	atement on
PRODU	JCE	R				C	ONTACT AME:				
		Gough ard Street				P (/	HONE \/C, No, Ext): <b>(617)</b> \$			(617) 3	328-6888
Suite	32	0				EA	-MAIL DDRESS: boston@	amesgoug	jh.com		
Quinc	;y,	MA 02169					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
						11	ISURER A : Sentine	el Insurance	e Company, LTD (XV)	A+	11000
INSURE	ED	Cameron En	gineering & Ass	socia	tes		ISURER B : Hartfor	d Fire Insu	rance Company A+ (X	V)	19682
			gineering Plann				ISURER C :				
		Architecture		-			ISURER D :				
		177 Crosswa Woodbury, I	ays Park Drive			И	ISURER E :				
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INSR LTR		TYPE OF INSU	IRANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENER							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE	X OCCUR	X		08SBWNN6997	5/7/2022	5/7/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
									MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	1,000,000
0	GEN	LAGGREGATE LIMIT	AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT	X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:								\$	
		OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	7			08UEGAA8903	5/7/2022	5/7/2023	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
										\$	
A	X	UMBRELLA LIAB	X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB	CLAIMS-MADE			08SBWNN6997	5/7/2022	5/7/2023	AGGREGATE	\$	5,000,000
		DED X RETENTI	<sub>ON \$</sub> 10,000							\$	
BWA		KERS COMPENSATION	-v						X PER OTH- STATUTE ER		
A	NY	PROPRIETOR/PARTNE CER/MEMBER EXCLUD	R/EXECUTIVE N	N/A		08WEGEL7844	5/7/2022	5/7/2023	E.L. EACH ACCIDENT	\$	1,000,000
									E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
D	DES	s, describe under CRIPTION OF OPERAT	IONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
		ION OF OPERATIONS /	LOCATIONS / VEHIC	LES (		0 101, Additional Remarks Schedule, 8 0405 and Auto Endorsemer	may be attached if mo	re space is requi	red)	nnline	and all
COVER		es are in accordan	co with the policy	1# 33 1/ form	ns an	d conditions.	ICT OTTIM TA 99 17	i i i z, to the	exterit provided therein a	philes	
001010	aye	s are in accordan	ce with the polic	y terr							

Nassau County shall be included as additional insured with respects to General Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Nassau County DPW 3340 Merrick Road Wantagh, NY 11793	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Wanagn, WT 11735	AUTHORIZED REPRESENTATIVE
	gared maxwell

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#### **CERTIFICATE OF** npensation NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
	1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
	3b. Policy Number of Entity Listed in Box "1a"
	3c. Policy effective period
	to
	3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

	(Print name of authorized representative of	or licensed agent of insurance carrier)
Approved by:		
	(Signature)	(Date)
Title:		

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Norkers'

# Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

- 1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
- 2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

ACORD

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

								3	/6/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY SURAI	' OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDED B	Y THE	POLICIES
IMPORTANT: If the certificate holder				olicy/i	es) must hav			s or he	andorsed
If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	t to th	e ter	ms and conditions of th	ne polic	certain po	olicies may i			
PRODUCER				CONTA NAME:		/			
PG Genatt Group LLC							FAX (A/C, No):	516-47	0-0338
3333 NEW HYDE PARK RD SUITE 409				È MAII	ss: AGRAZIO				0.0000
NEW HYDE PARK NY 11042				ADDRE					NAIC #
			INCLIDE	RA: Berkley				32603	
INSURED			CAMEENGE	INSURE			mpany		02000
Cameron Engineering & Associates, L	LP.			INSURE					
177 Crossways Park Drive Woodbury NY 11797				INSURE					
Woodbary Wi Thron				INSURE					
				INSURE					
COVERAGES CER	TIFIC	ATE	NUMBER: 103369249	Intoont			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			IE POL	ICY PERIOD
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT/	4IN, <sup>-</sup>	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBED			
INSR LTR TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY			AEC-9054671-04		5/7/2022	5/7/2023	\$5,000,000 \$5,000,000	EACH	I CLAIM REGATE
							\$50,000/\$150,000	DEDU	JCTIBLE
(B) Cyber Liability; Carrier: Palomar Specia Limit: \$3,000,000. RE: RFP No. PW-S33994-01D									
CERTIFICATE HOLDER				CAN	ELLATION				
Nassau County DPW 3340 Merrick Road		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Wantagh, NY 11793				1/1	the Mr	_			

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

TO:Office of the County Executive<br/>Att:Att:Arthur T. Walsh, Chief Deputy County Executive

**FROM:** Department of Public Works

DATE: February 7, 2023

SUBJECT: Recommendation of Firm for Professional Engineering Services Point Lookout Sewer Service Feasibility Study Project ID No. S33994-01D

This Department proposes to enter into a personal services agreement with the firm Cameron Engineering and Associates, L.L.P. to provide Professional Engineering services for developing a Feasibility Study for the Sewer Infrastructure Development Project in Point Lookout, NY. The scope of the work includes but is not limited to the following: Providing alternatives for the creation, operation and maintenance of the proposed Point Lookout Sewer District. A detailed analysis of the various methods related with the creation of a sewer district. Site Investigation to identify and analyze underground utilities, gas, water, and sewer structures. Investigation of the current zoning for all parcels in the working area and analysis of possible zoning modifications. Environmental testing to identify environmental hazards that may be present.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated February 7, 2020. The RFP was prepared in accordance with the Countywide Procurement & Compliance Policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website *eProcure*, advertised in *Newsday*, and the *Contract Reporter*.

Technical and cost proposals were received from five (5) firms on March 6, 2020, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works: Vincent Falkowski, Deputy Commissioner of Environmental Programs, Christopher Vella, Construction Inspector II, Edward Visone, Assistant Superintendent of Sanitary Construction, Karen Fay, Sanitary Engineer III.

After tabulating the combined technical scores and establishing ranking order as per the below table, it was determined that H2M, D&B, Gannett Fleming, and Cameron were ranked as the most qualified firms. These firms received the highest ranking because they had a good understanding of this project, they proposed the most competent team, the best staffing schedule, and have proven experience managing similar projects. For these reasons, we believe any of these 4 firms can successfully deliver this project. Next the cost proposals were opened and recorded for only the top four (4) highest technically ranking firms. P.W Grosser wase not considered due to their significantly lower technical score. Gannett Fleming, who was technically ranked 3, was eliminated from consideration since their original cost proposal was more than double the cost of the other qualified firms. It was determined to request Best and Final Offers (BAFO) prior to considering holding discussions with the proposers. The committee agreed to ask H2M, D&B, and Cameron to submit their Best and Final Offer (BAFO). The Proposed Cost listed in the table below reflects the BAFO offers of those three (3) firms.

FIRM(S)	RANK	TECHNICAL SCORE	PROPOSED COST	PROPOSED COST w/ CONTINGENC	
H2M	1	82.75	\$416,580.00	\$541,554.00	
D&B	2	80.75	\$320.000.00	\$416,000.00	
Gannett Fleming	3	80.50			
Cameron	4	80.00	\$354,700.00	\$461,110.00	
P.W Grosser	5	72.00			

The results of the technical evaluation and BAFO proposed costs are as follows:



Office of the County

Executive

February 7, 202 Recommendation of Firm for Professional Engineering ServicesPage 2Point Lookout Sewer Service Feasibility StudySubject:Project ID No. S33994-01D

BAFO responses were received from the firms on April 30, 2020. D&B's BAFO cost of \$320,000.00 (\$416,000.00 with contingency) was the lowest of the other two (2) qualified firms who submitted BAFO's. D&B had no further comment and no technical questions were asked of them in the BAFO request. In addition, as per the Countywide Procurement Policy, a specified method for comparing proposals is to score them in terms of price per technical evaluation point and to select the proposal that has the lowest cost per technical evaluation point. This method resulted in H2M's price per point \$5,034, Cameron's price per point \$4,434, and D&B's price per point was the lowest at \$3,963. Due to the significant disparity between price per point values, discussions with the firms were considered unnecessary. D&B was selected based on cost and technical ability and the County was proceeding with the award. Subsequently, D&B has withdrawn their bid.

The Selection Committee met again on January 19, 2023, to discuss course of action and review the notes and comments from the prior meeting conducted on May 6, 2020. Previous discussion eliminated both Gannett Fleming and P.W. Grosser for award consideration due to the Gannett Fleming's high cost and P.W. Grosser's low technical score. This left only Cameron Engineering and H2M Architects. After reviewing notes and comments from each committee member it was reiterated that H2M was nonresponsive to comments made by DPW in the previous BAFO request letter. This left Cameron Engineering as the only other firm for consideration of award. The Committee agreed that Cameron should be awarded this contract due to them having a lower cost and better response than H2M in what was asked in the BAFO letter. This recommendation was contingent on Cameron holding their previously submitted BAFO cost. Subsequently, a meeting was held with Cameron on January 30, 2023, in which Cameron agreed to hold the original BAFO price.

In our professional judgement, the proposal submitted by Cameron Engineering receiving a high technical ranking and low proposed cost provided the best value to Nassau County. As such, it is the department's recommendation that Cameron Engineering and Associates be retained to provide Professional Engineering Services for the Point Lookout Sewer Service Feasibility Study project.

Cameron is a local firm having extensive experience in the wastewater field with Nassau County and other various municipalities in the New York Metropolitan area. Cameron's local office is in Woodbury, NY.

Funding for these Engineering services is available under Capital Project No. S33994. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).

Kenneth G. Arnold Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner Loretta Dionisio, Assistant to Deputy Commissioner Christopher Vella, Project Manager II Karen Fay, Sanitary Engineer III Eric Mills, Anna Walsh, Maryanne Dioquino, PMJV

APPROV **DISAPPROVED:** rthur T. Walsh Arthur T. Walsh Date Chief Deputy County Executive Chief Deputy County Executive

REQUEST FOR QUALI	FICATION		ΤΟ INITIATE Γ FOR PROPOSAL/RH	RTI Number <u>المح</u> EQUEST FOR BID CONT	- <u>044</u> 8 RACT
PART I: Approval by the Deputy	County Execut	tive for Operation	🗍 In-House or Requ	irements Work Order	2 1
Project Title: Point Lookout S	ewer Service	Area		under the JV (	
Department: Public Works P	roject Manage	er: <u>Damon Urso</u>		ecember 18, 2018	
Service Requested: Design Se	rvices - Feasi	ibility Study			
level rise & coastal flooding. subsidence, inundation, and st increase in intensity & frequer unified collection system wou project aims to convert over 50	Storms like orm surge, imp acy of heavy s ld be more ber 00 residential d	Hurricane Sand pact the ability of torms & coastal neficial to the co & commercial so	dy not only threaten the ar of individual septic tanks to l flooding, the County & the ommunity, eliminating seve eptic systems to a sewage co	p is an unsewered community at ea's critical infrastructure, but a properly operate. Considering a e Town of Hempstead has detern ral drawbacks (e.g. nitrogen lead ollection system connected to the ded by Empire State Development	also, due to an expected nined that a ching). This LB WPCP.
Requested by: Public Works -	Water/Waste	water Engineeri	ng Unit		2
Project Cost for this Phase/Con	ntract: ( <u>Plan</u> /D	Design/Construct Circle appropr		,000	
Total Project Cost: <u>\$39,000,00</u> Includes, design, construction and CM	00.00		c: January 2019 eing requested	Duration: <u>Twelve (12) month</u> Phase being requested	<u>S</u>
Capital Funding Approval:	/es 🔲 🛛 N		signature	DATE	
Funding Allocation (Capital Pr See Attached Sheet if multiyear	oject):	3	3994		
NIFS Entered: SIGNATURE	D	DATE	AIM Entered:	anna Funk Dat	2/20/19
Funding Code: <u>3399</u> use this on all 'e	4-000 ncumbrances	<u> </u>	Timesheet Code:	18-0448 use this on timesheets	
State Environmental Quality R <u>Type II</u> Action <b>A</b> or, Environ Supple:	imental Asses	sment Form Re			
Department Head Approval:	YES	NO 🗌	- Kala	SIGNATURE	
DCE/Ops Approval:	YES /	🗴 по 🗆	Duan Su	SIGNATURE 2/5/19 SIGNATURE	
PART II: To be submitted to Chie	of Deputy Coun	ty Executive after	Qualifications/Proposals/Con	tracts are received from Responding	g vendors.
Vendor 1		Quote	Comm		
2					
3					
4					
DCE/Ops Approval: Version January 2014	YES	NO	Signature	 í	). U. 12/18/18
K:\ADMIN\Letters for S	ignature\Water M	anagement\Perfetti	\RTI Point Lookout Sewer Service	Area.doc	VF 12/18/19

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

**TO**: Edward Visone, Assistant Superintendent of Sanitary Construction

**FROM**: Office of the Commissioner

DATE: November 13, 2019

 SUBJECT:
 CSEA Sub-Contracting Approval

 C19-122 — Contract S33994-01D

 Feasibility Study for the implementation of a sewer system in the Point Lookout area

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as C19-122.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.

Ball

Roseann D'Alleva Deputy Commissioner

RD:las

c: Wincent Falkowski, Deputy Commissioner Loretta Dionisio, Assistant to Deputy Commissioner Jonathan Lesman, Management Analyst II



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

- TO:Civil Service Employees Association, Nassau Local 830Att:Ronald Gurrieri, Executive Vice President
- FROM: Department of Public Works Water/Wastewater Engineering Unit
- **DATE**: October 23, 2019
- SUBJECT: CSEA Notification of a Proposed DPW Contract Requirements Contract Proposed Contract No: S33994-01D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

- 1. DPW plans to recommend a contract/agreement for the following services: Feasibility study for the implementation of a sewer system in the Point Lookout area.
- 2. The work involves the following: the county is in the planning stage for removing septic systems in Point Lookout and a feasibility study is required to assess the potential scope and cost of installing a sewer system in this district for planning purposes, which this study will address.
- 3. An estimate of the cost is: \$500,000.00
- 4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Attn: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

A00.

Roseann D'Alleva Deputy Commissioner

RD:VF:rp

c: Christopher Nicolino, Director, Office of Labor Relations Vincent Falkowski, Deputy Commissioner Loretta Dionisio, Assistant to Deputy Commissioner Christopher Yansick, Unit Head, Financial Management Unit Diane Pyne, Unit Head, Human Resources Unit Edward Visone, Assistant Superintendent of Sanitary Construction Jonathan Lesman, Management Analyst II Eric Mills, Program Controls Manager, PMJV Rodrigo Pena-Lang, PMJV



#### 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.

### Joseph R. Amato, PE, LEED AP - Senior Partner

Name and Title of Authorized Representative

m/d/yy

Date

9-7-22

. .....

Signalure

Cameron Engineering & Associates, LLP

Name of Organization

177 Crossways Park Drive, Woodbury, NY 11797

Address of Organization

NU OLIDOVO OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

**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 voluntary 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.

#### Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution. Incomplete forms will be found deficient. This form is to be used for Nassau County Funded Projects Only which require "Good Faith Efforts" for MWBE/SDVOB Participation.

	SEC	TION 1: MUNICI	PAL INFORMATION			
Recipient/Municipality:			County:			
Project No.:	Contract I	D:	Registratio	on No. (NYC only):		
Minority Business Officer:	Email:			Phone #:		
Address of MBO:						
Electronic Signature of MBO:	d herein is true, accurate	and complete to	the best of my knowledg	ge and belief.		Date:
Complete if applicable:						
Authorized Representative:		Ti	tle:			
Authorized Rep. Company:		E	nail:		Phone #:	
Electronic Signature of Authorized Re		and complete to	the best of my knowledg	e and belief.		Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION									
Firm Name: Cameron En	P		Contract Type: Construction Other Services						
Prime Firm is Certified as: MBE WBE ONA Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.									
Address: 177 Crossways	Park Drive, Woodbury, N	Y 11797	Phone #:	#: 516-827-4900 Fed. Emp		mployer ID #:			
Description of Work: Cor	solidation of Wastewater	Services-Point Lookou	t Sewer Se	ervice Feasibility	Study				
Award Date: 3/3/23	Start Date:	Completion Date:		MWBE C	GOAL Total	PROPOSED MWBE Participation			
Total Contract Amount: \$ 354,700 MWBE Eligible Contract Amount: \$ 169,000				<b>MBE</b> : 0% \$		<b>MBE:</b> 0% \$			
				<b>WBE:</b> 0% \$		WBE: 47% \$ 169,000			
(MWBE Goals are applied amendments, & waivers)	to this amount and include	es all change orders,		Total: % \$		Total: 47% \$ 169,000			

	SECTION 3:	MWBE SUBCONTRACTOR INFORMATIC	DN .				
This Submittal is:	The First/Original Utilization Plan	Revised Utilization Plan #:					
	NVC/Neccour County Contified M/M/DE	Subsentration Info	Contract Amo	ount:	For NC		
	NTS/Nassau County Certified M/WBE	Subcontractor Info	MBE (\$)	WBE (\$)	Use:		
Name: Gayron de Br	ruin Land Surveying and Engineering, P.C	Fed. Employer ID#:					
Address: 88 Duryea	Rd. 1st Floor, Melville, NY 11747	Phone #: 516-579-3111					
Scope of Work: Sur	vey	Email: cgayron@gayrondebruin.com		\$1/1 000			
		Start Date: 03/6/23		\$141,000			
Select Only One:	] Broker% 🗌 Supplier 🖾 N/A	Completion Date: TBD					
Full Contract Amou	nt: \$ 141,000						
		Fed. Employer ID#:					
		Phone #: 914-765-0984					
-	-	Email: EHiney@nasco-ny.com	\$28,000				
Select Only One:		Start Date: 03/06/23	φ20,000				
Select Only One:	] Broker% 🗌 Supplier 🛛 N/A						
Full Contract Amou	nt: \$ 28,000		Contract Amount:				
		Fed. Employer ID#:					
		Phone #:					
•		Email:					
Select Only One:	MBE WBE Other:	Start Date:					
Select Only One:	] Broker% 🗌 Supplier 🗌 N/A	Completion Date:					
Full Contract Amou	nt: \$						
			-				
		Fed. Employer ID#:					
		Phone #:					
		Email:	_				
		Start Date:					
Select Only One:	] Broker% 🗌 Supplier 🗌 N/A	Completion Date:					
Full Contract Amou	nt: \$						

SECTION 3: M/WE	BE SUBCONTRACTOR INFORMATION continued		
Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: MBE WBE Other:	Start Date:		
Select Only One: Broker _% Supplier N/A	Completion Date:		
Full Contract Amount: \$			
Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: MBE WBE Other:	Start Date:		
Select Only One: Broker% Supplier N/A	Completion Date:		
Full Contract Amount: \$			
Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: MBE WBE Other:	Start Date:		
Select Only One: Broker% Supplier N/A	Completion Date:		
Full Contract Amount: \$			
Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: MBE WBE Other:	Start Date:		
Select Only One: Broker _% Supplier N/A	Completion Date:		
Full Contract Amount: \$			
	SIGNATURE		
Electronic Signature of Contractor: I certify that the information knowledge and that all MWBE subcontractors will perform a community Name (Please Type): Stephen Hadjiyane, PE, BCEE	ation submitted herein is true, accurate and complete to the be mercially useful function.	-	ate: 03/06/23

### STAFFING PLAN (Service Providers Only - Instructions on the following page)

Municipality:	County: Nassau County	SRF Project No.:	Contract ID:
Service Provider Name: Cameron Engineer	ing & Associates, LLP	Date: 03/03/23	S33994-01D

### **Report Includes – Please select one from the options below:**

**Reporting Entity – Please select one from the options below:** 

Workforce utilized on this contract

 $\boxtimes$  Prime Service Provider

Contractor/subcontractor's total workforce

Subcontractor

	His	panic/		Not Hispanic or Latino										
	La	atino			Mal	e					Ferr	ale		
Job Categories	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers			6						1					
Mid-Level Officials /Managers														
Professionals	1		36	2		10			6	1		3		
Technicians	3		11	1		4			2			1		
Sales Workers														
Administrative Support Workers		2	2						14					
Skilled Craftsmen														
Operatives Semi-Skilled														
Laborers & Helpers														
Service Workers														
TOTAL	4	2	54	3	0	14	0	0	23	1	0	4	0	0
Journeypersons														
Apprentices														
Trainees														
Apprentices				I certify that I CEE	t the information of the second se	ion subm	itted herein is	true, accu	urate and o	complete to t	he best of my	knowledg	ge. Date: 3	/6

#### **INSTRUCTIONS**

General Instructions: All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract.

Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

RACE/ETHNIC IDENTIFICATION: Definitions of race and ethnicity for purposes of completion of this form are as follows:

- Hispanic or Latino A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- White A person having origins of Europe, the Middle East, or North Africa.
- Black or African-American A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander- A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- American Indian or Alaska Native A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- Two or More Races All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

#### **DESCRIPTION OF JOB CATEGORIES**

The major job categories used in EEO Staffing Plan are listed below.

Senior Level Officials and Managers - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

Mid-Level Officials and Managers - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

**Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

**Technicians -** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

Sales Workers - These jobs include non-managerial activities that wholly and primarily involve direct sales.

Administrative Support Workers - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

**Skilled Craftsmen** – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

**Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

Laborers & Helpers - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Service Workers - Jobs in this category include food service, cleaning service, personal service, and protective service activities.