



Certified: --

E-115-23

FILED WITH THE NASSAU COUNTY
CLERK OF THE LEGISLATURE SEPTEMBER 29TH, 2023
10:27 AM

NIFS ID: CFPW23000033

Capital: X

Contract ID #: CFPW23000033

NIFS Entry Date: 08/04/2023

Department: Public Works

Service: Design Svcs for Recon. of Hempstead Ave Bridge over
Pines Brook H63029-18DK

Term: 3 Years from NTP

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: KS Engineers, P.C.	ID#: 223341410
Main Address: Two Riverfront Plaza, 3rd Floor Newark, NJ 07102	
Main Contact: Brian Anglin	
Main Phone: (973) 623-2999	

Department:
Contact Name: Andrea Pereira
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: (516) 571-9673
Email: apereira@nassaucountyny.gov, CPetrucci@nassaucountyny.gov, ldionisio@nassaucountyny.gov, Ekobel@nassaucountyny.gov,

Contract Summary

Purpose: The Nassau County Department of Public Works (NCDPW) desires to procure design services for the reconstruction of Hempstead Avenue Bridge over Pines Brook, Bin # 3300040.
Method of Procurement: The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday.
Procurement History: The County received seven (7) responses to the Request for Proposals (RFP), all proposals were eligible for review. The technical proposals were evaluated by professional staffs within the Department: Rakhal Maitra, Deputy Commissioner; Vivian Toscano, Civil Engineer III. and Garry Desyr, Civil Engineer II.
Description of General Provisions: New agreement for Construction Support Services for Hempstead Ave Bridge over Pines Brook . The term of the contract is 3 Three (3) years from NTP.

Impact on Funding / Price Analysis: The maximum amount of this contract award amount of \$430,790.00 if the County would fund the project (option 1), and \$479,550.00 if we were to receive Federal grant for the project (option 2). Funding is available under Capital Project 63029. Current MWBE Utilization is 95.1%.

Change in Contract from Prior Procurement: There is no prior procurement.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 63029 066	01	\$479,550.00
Project Number		63029						
Project Detail		066						
TOTAL							\$479,550.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$479,550.00
Other	\$0.00
Total	\$479,550.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/04/2023 02:21PM	Approved
NIFS Final Approval	Ken Arnold	08/10/2023 10:20AM	Approved
Final Approval	Ken Arnold	08/10/2023 10:20AM	Approved
DPW			
Capital Fund Approval	Ken Arnold	08/10/2023 10:20AM	Approved
Final Approval	Ken Arnold	08/10/2023 10:20AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	08/10/2023 12:23PM	Approved
Approval as to Form	Thomas Montefinise	08/14/2023 11:19AM	Approved
NIFS Approval	Mary Nori	08/21/2023 02:30PM	Approved
Final Approval	Mary Nori	08/21/2023 02:30PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/14/2023 09:41AM	Approved
NIFA Approval	Christopher Nolan	08/18/2023 04:20PM	Approved
Final Approval	Christopher Nolan	08/18/2023 04:20PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/23/2023 03:55PM	Approved
DCE Compliance Approval	Robert Cleary	09/12/2023 04:08PM	Approved
Vertical DCE Approval	Arthur Walsh	09/28/2023 12:33PM	Approved
Final Approval	Arthur Walsh	09/28/2023 12:33PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/29/2023 10:14AM	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 KS ENGINEERS, P.C.

WHEREAS, the County has negotiated a personal services agreement with KS Engineers, P.C. for design 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 KS Engineers, P.C..

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) KS Engineers, P.C., having its principal office at Two Riverfront Plaza, 3rd Floor, Newark, New Jersey 07102 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year for design purposes by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the Firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Agreement for Extended Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

1. The services to be provided by the Firm under this Agreement consist of the development of an Initial Project Proposal/Project Scoping Report (IPP/PSR), Bridge Rehabilitation Justification Report (BRJR), Survey and ROW, Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD) (if State/Federal Grant available), Advance Detailed Plans (ADP) and Plans Specifications & Estimates (PS&E), and Construction Support Services for **Hempstead Avenue Bridge over Pines Brook**. 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."

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made 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 shall not to exceed Four Hundred Seventy Nine Thousand Five Hundred Fifty Dollars and Zero Cents (\$479,550.00).

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

issued thereon, shall be disposed of and administered in order to protect the public interest.

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

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

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

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

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

7. **Compliance with Law.**

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

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

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

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

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

(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.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, 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 acknowledgement 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 under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) 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 under this Agreement.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"),

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCF") on the same day that notice is given to the Commissioner.

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

Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 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 Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

KS ENGINEERS, PC

By: _____

Name: Kamat Shahid

Title: President

Date: 6/7/2023

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

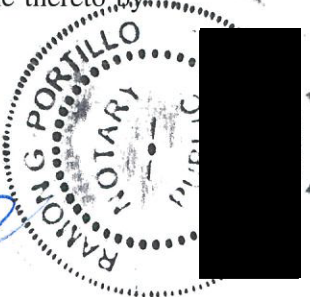
STATE OF NEW

COUNTY OF

On the 7th day of June in the year 2023 before me personally came Kamrul Shaha to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of KS Engineers, P.C., the corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RAMON G. PORTILLO
NOTARY PUBLIC OF
I.D. # [REDACTED]
My Commission Expires 8/31/2025



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

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

NOTARY PUBLIC

EXHIBIT A
Scope of Work
Hempstead Avenue Bridge over Pines Brook

Firm will be required to assess and evaluate the structural condition of the bridge to identify necessary repairs and improvements to bring this bridge into a state of good repair and compliance with applicable codes and standards. In addition, the Firm must investigate the current condition of all structural components of the bridge and propose a viable solution to improve the long-term condition and extend the life cycle of the bridge. Such components include but are not limited to the following: the deck slabs and joints, rocker/fixed bearings, concrete parapet walls and sidewalks. All drainage structures within the bridge limits should be assessed to ensure proper functionality and if found to be deficient solutions should be proposed to remedy all sub-standard components of the drainage system. Sidewalks on both side of the bridge will need to be evaluated and upgraded as deemed necessary to comply with AASHTO and ADA requirements. Overall, the Scope of Work as described shall include at a minimum all work needed for a Bridge Project and accordingly the surrounding drainage system, accident analysis, Traffic Counts and Load rating analysis should be investigated. All non-standard features, if any on the Bridge approach roads shall also be addressed. Any special geotechnical investigation (other than soil boring) shall also be performed if deemed necessary and cost is included under Sub Task C.1.

C.1 Initial Project Proposal/Project Scoping Report (IPP/PSR) & Bridge Rehabilitation Justification Report (BRJR):

A thorough inspection of the bridge in order to develop the following reports: Initial Project Proposal (IPP), Project Scoping Report (PSR) and the Bridge Rehabilitation Justification Report (BRJR). During this preliminary phase, coordination with various State's Agencies, such as, NY State Department of State (NYSDOS), NY State Department of Conservation (NYSDEC), US Army Corp of Engineers, (USACOE), US Coast Guard (USCG) and all applicable Agencies, and Utilities identified within the bridge's limits will be required for permitting purposes and proposed utility work. Upon review, consultation and approval by NCDPW of all the above noted required bridge reports, the selected firm will be notified of the preferred alternative selected by the County and instructed to proceed with the development of the ADP and PS&E using either of two (2) separate options.

Option 1: The firm will proceed with ADP and PS&E (biddable documents) utilizing NYSDOT standard specifications, items, general notes, details all in compliance with Highway Design Manual (HDM) and Bridge Design Manual (BDM). This option will be used if outside grant funding is not available.

Option 2: The firm will develop the Bridge Rehabilitation Report (BRR) and the Design Approval Document (DAD) for approval by NCDPW and NYSDOT and any other Agencies having jurisdiction and then proceed to ADP and PS&E utilizing NYSDOT standard specifications, items, general notes, and details all in compliance with NYSDOT Specifications, Highway Design Manual (HDM), Bridge Design Manual (BDM) and Project Development Manual (PDM). This option will be used if outside grant is available.

I. Initial Project Proposal/Project Scoping Report (IPP/PSR)

1. Firm will be required to inspect the bridge and recommend alternatives with estimated costs to rehabilitate/repair the bridge's substructure and superstructure to improve safety and ridership experience for all users.
2. A Project Scoping Report (PSR) will be prepared after the Initial investigation is completed.

II. Preparation of a Bridge Rehabilitation Justification Report (BRJR)

Prepare a Bridge Rehabilitation Report (BRJR) for the reconstruction/rehabilitation of the bridge. The BRJR shall include but is not limited to the followings:

1. Thorough field investigation of project site to identify bridge physical elements. Take digital photographs and videos as necessary to describe current conditions.
2. Description of the existing conditions and deficiencies identified by the Firm.
3. Description of the existing condition of the bridge approaches.
4. Inspect the surrounding drainage system, describe the system's condition and recommend any improvements.
5. Identify limits of Bridge underpass (e.g. right-of-way, facilities limits, etc.).
6. Evaluate sidewalks and curbs condition, paying careful attention for compliance with American Disability Act (ADA) requirements, if non-conforming, propose solution to mitigate.
7. Evaluate the condition of the bridge abutments to report any structural deficiencies and propose solution to remedy.
8. Describe any potential environmental concerns and address action required.
9. Identify capacity issues, safety considerations, load rating and pavement and shoulder conditions.
10. Any special geotechnical investigations deemed necessary.
11. Ground-Penetrating Radar (GPR) Inspection
12. Identify all traffic control devices and ITS features within the bridge boundaries.
13. Describe miscellaneous features, characteristics and condition.
14. Identify non-standard and non-conforming features.
15. Prepare a utility investigation and locate all major utilities including facilities. Provide preliminary report.
16. Identify design standards, critical design elements and controlling parameters. Obtain concurrence from the County on the aforementioned design criteria before evaluating repair/bridge replacement option.
17. Discussion of repair improvement options or replacement alternative based on Nassau County budgetary considerations.
18. Explain what best practices and innovations are being recommended, if any.
19. Striping plan recommendations/modifications with input from Nassau County Traffic Engineering Unit.
20. Plan for maintenance and protection of traffic to implement the recommended option.
21. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design.
22. Describe how the recommended designs will affect the surrounding communities, such as school, office buildings, sports facilities, religious institutions, local residents, businesses, traffic, and the environmental impacts during construction and nighttime work, if any.
23. How the recommended bridge project will be coordinated with any other planned projects within the vicinity, and how the schedule will be developed to minimize the disruption to local residents, businesses and communities.

24. Implementation of SWPPP.
25. Analyze the potential value of including a time-related contract provision as describe in NYSDOT "Guidelines for the use of Time-Related Contract provisions" NYSDOT EI 05-005 if such action is recommended.
26. Recommend preventative maintenance treatments.
27. Prepare a Bridge Rehabilitation Justification Report (BRJR) with preliminary construction cost indicating final design deliverable dates and construction schedule.
28. Prepare a preliminary construction cost estimate and a basis for estimate, which will include but is not limited to brief project scope description, description of the tools, techniques, estimating methodology, and data used to develop the final cost estimate, identification of any potential cost risks and opportunities, all project assumptions and constraints used to develop the cost estimate, and quantity take off of materials, changes made during the progress of design should also be reflected in the revised cost estimates.
29. The completed BRJR Report will be reviewed and approved by Nassau County. (Also, to be approved by NYSDOT if funding is available).

Provide eight (8) copies (minimum) of the draft BRJR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft BRJR. Finalize the BRJR incorporating any revisions and provide eight (8) paper copies (Minimum) and an electronic (*.PDF format) copy of the BRJR.

C.2 Survey and Right of Way (ROW):

Consistent with Firm's proposal, Firm shall decide the appropriate surveying method to use, and should describe the survey methodology to be utilized considering NYSDOT approval, and Right of Way (ROW) map will be required. No Acquisition is anticipated.

Before the start of the Survey Phase, Firm will conduct a thorough search of existing topographic records. This search will include, but not be limited to, records of monuments, benchmarks, and legal grades; and information pertaining to property lines, Rights-of-Way, and Block and Lot Numbers.

Survey / Base Map Pictography: Firm will provide symbols, line styles, legends, layers, and code names to be used in the topographical plan and surface model drawings prior to the field survey for NCDPW and NYSDOT approval.

Horizontal and Vertical Control: Firm will establish a minimum of two intervisible horizontal control points as determined via GPS, referencing Continuously Operating Reference Stations. They will achieve densification of the control network by traverse on the ground, beginning and ending on monuments.

Firm will establish vertical control via differential leveling from benchmarks of first or second order accuracy. All control points will be indicated with semi-permanent markers (e.g., drill holes, chisel cuts, masonry nails). Tie in all points with a minimum of three measurements from permanent objects to enable future recovery.

Topographic Survey: Survey crews will utilize the latest technology to perform detailed topographic surveys within the project limits. Details shown shall include, but not be limited to, walkways, curbs, fences, walls, signs, light poles, vegetation lines, pavement markings, and all visible utility surface hardware. Collect elevations at a sufficient density to generate contours at

one-foot intervals from a Digital Terrain Model. Per the RFP, utilize the State Plane Coordinate System NAD 83 and the NAVD 88 vertical datum. For the purposes of this RFP, survey points are a maximum of 30' apart.

The topographic survey will include a comprehensive as-built survey of the existing bridge per the RFP guidelines, including but not limited to the bottom of embankment, shoulder break line, top and bottom of wall, top and bottom of curb, edge of roadway pavement, roadway CL, and additional shots at irregularities.

Base Mapping: The Base Map will include all topographic data required to prepare detailed contract plans, as required in the RFP. Included Base Map data will be horizontal control lines and benchmarks; existing elevations obtained by cross sections at 30-foot maximum intervals (and additional spot shots on driveways, structures, steps, manhole covers, first floors, abrupt grade changes, etc.)

Detail Map will show all relevant property line data and parcels within the project limits, with parcels completely defined based on research of deeds, filed maps, or other legal descriptions. Firm will thoroughly research all available boundary evidence, using record maps from County offices, and supplementing the findings with any in-house information in their own records. Firm will reconcile all this data with the monumentation and other boundary evidence found in the field. After the licensed Land Surveyors make the necessary adjustments to the property line data, CADD technicians will add the boundary details to the base mapping. The Right-of-Way Map and typed parcel descriptions will follow the dictates of the RFP; we do not anticipate needing to request a different scale than 1" = 20'.

Geotechnical Survey: Firm will include borings performed by a soil boring contractor, if required, in the project Base Map.

Drainage Survey: Firm will include all existing structures (inlets, catch basins, leaching pools, etc.) in the limits shown in the RFP, including rim elevations, invert elevations, and pipe sizes and materials. Every effort will be made to obtain pertinent information at each structure. Drainage information will be placed on a separate layer.

Utility Survey: Firm will locate mark-outs by others and identify all underground utilities in the study area in the RFP. Underground utility lines will be shown based on observed evidence and record maps provided by various utility owners, and as researched by our staff from County archives. Of important note is that structure covers will be located to the center of the casting. Underground utilities will be plotted from survey of the utility mark-outs; drain and sewer structures will be opened to obtain inverts, pipe sizes, and brickwork, and plotted on the profile portion of the plans; and buildings and other manmade structures will be accurately plotted, described (number of stories, type of structure, etc.), and addressed on the plan.

Right-of-Way Maps

Firm will provide a base map and a right-of-way map based on field observations. The drawings will be at the required scale and will adhere to the required CADD standards.

Firm will depict the existing Right-of-Way and property boundaries. Survey technicians will thoroughly research all available boundary evidence, obtaining historical record maps from County offices; filed maps and deeds from Real Property; record surveys from Town offices; and, finally, any relevant boundary information in their own records. Firm will reconcile all data to

the monumentation and other boundary evidence found in the field. After the licensed Land Surveyor has made a decision regarding adjustments that need to be made, CAD technicians will add the boundary details to the base mapping.

All ROW data will be transmitted to the NCDPW and NYSDOT in the RFP's specified format, accurate to the nearest 0.01 foot. Firm will incorporate map numbers, parcel numbers, a Final Ownership Schedule, Fee Maps, Easement Maps, Conveyance Maps, etc. in US feet and with legal descriptions of metes and bounds.

C.3 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD) (only if State or Federal Fund is available):

1. Prepare applicable Reports in compliance with Highway Design Manual (HDM), Bridge Design Manual (BDM) and Project Development Manual (PDM) and submit eight (8) copies of the draft reports for review by NCDPW/NYSDOT.
2. Meet and confer with NCDPW/NYSDOT, and others as necessary, to discuss the parameters of the design and review comments on Draft Reports. Finalize the Reports incorporating any revisions and provide eight (8) paper copies and electronic.

C.4 Advance Detailed Plans (ADP) and Plans Specifications & Estimates (PS&E):

Upon written approval of the BRJR or BRR and DAD, the Firm agrees to perform all the design services in connection with the preparation of Advance Detail Plans (ADP) and PS&E, that include contract drawings, specifications, schedules and estimates, and all required permits, for the bridge rehabilitation project suitable for public bidding. The County will direct the firm on how to proceed with the design approval for NYSDOT or Nassau County or both.

I. DESIGN PLANS

The firm shall develop an alignment upon the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Bridge Rehabilitation Justification Report (BRJR) that was approved by the Commissioner, or BRR/DAD as approved by NYSDOT and the Commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. If the County will fund the project, or per stricter criteria provided by NYSDOT, if the design will proceed with Federal and/or State funds. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary construction cost estimate and a basis for estimate, which will include but is not limited to brief project scope description, description of the tools, techniques, estimating methodology, and data used to develop the final cost estimate, identification of any potential cost risks and opportunities, all project assumptions and constraints used to develop the cost estimate, and quantity take off of materials changes made during the progress of design should also be reflected in the revised cost estimates.
3. Submit the preliminary plans for approval as noted above.
4. Based upon a study and inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution along with alternatives.

II. EXTRA SERVICES

a) Soils Investigation and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the written approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation. Coordination of the soils investigations and summarization of the report done by the selected Firm is not considered extra work.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B C.4 – II. Extra Services.

b) Extra Services

For any unforeseen conditions encountered during design, the firm shall inform the County in writing and request the approval of the Commissioner before commencing any work. In addition, a revised schedule with a cost proposal shall be included and the work shall proceed upon approval by the County. Payments for such works shall be in accordance with Exhibit B Section C.4- II. Extra Services.

III. Coordination with Public, Private Utilities, Municipalities.

1. Contact the appropriate staff at both public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations and determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance. **It should also be noted that simply sending a letter to the utilities and submitting a non-responsive**

answer to the County from the utilities would be considered unacceptable. At least one (1) utility coordination meeting will be required prior to the completion of the BRJR.

2. Perform the necessary liaison work associated with relocation of utilities and approval of drawings by (as necessary). However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities or facilities.
3. Close coordination with Villages, Municipalities, Town, Utilities and all other immediate or proposed projects in this area is anticipated, including one Community meeting with necessary presentation by NCDPW/NYS DOT (if necessary)

IV. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Section C.4- II. a) Soils Investigations and Reports shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and comprising all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop Final Estimate, which shall include but is not limited to:
 - a. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
 - b. Prepare a final estimate of construction costs based on current prices for neat quantities
5. Develop Basis of Estimate document, which shall include but is not limited to:
 - a. Brief Project Scope Description

- b. Description of the tools, techniques, estimating methodology, and data used to develop the final cost estimate
- c. Identification of any potential cost risks and opportunities
- d. All project assumptions and constraints used to develop the cost estimate
- e. changes made during the progress of design should also be reflected in the revised cost estimates

6. Develop Construction Sequence

7. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the NYSDOT plus current updates or new versions to same.

8. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

The Firm shall adhere to the following additional requirements:

- a. The contract drawings shall be prepared in an approved AutoCAD release version and shall follow the standard sheets acceptable to the County and/or NYSDOT based on the County final decision to finance the project using County funds and/or federal/ State fund. The Firm shall furnish the contract drawings on CD-ROM and a flash drive.
- b. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book.
- c. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, shall be done in coordination with the County's Traffic Engineering Unit.
- d. During the preparation of these documents, the Firm shall perform the following services: Submit ADP, and PS&E full size plans and specifications for County review, at a minimum (eight (8) sets of hard copy and digital copies of each document mentioned above) is required for approval.
- e. Attend design progress review meetings in order to evaluate job advancement and to resolve design and all other related issues. A representative of the Firm will prepare draft and final minutes of meetings.
- f. Submit one (1) copy of a detailed construction cost estimate and the basis of estimate. The cost estimates will have a breakdown by Nassau County and/or NYSDOT Specifications for each cost item in the estimate.
- g. Prepare and submit all required permits.
- h. All documents regarding utility coordination and project related correspondence with Town, communities, etc. shall be provided in writing to Nassau County DPW, if so requested.

- i. Prepare permit applications, correspondences, reports or submittals required by other agencies having jurisdiction. This task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Bridge Projects may include, but will not be limited to, the following:
 - i. New York State Department of Transportation (NYSDOT), State Department of State, (NYSDOS), NY State Department of Conservation (NYSDEC), US Army Corp of Engineers, (USACOE), US Coast Guard (USCG) or any other Agencies having jurisdiction.
 - ii. Nassau County agencies
 - iii. Other Local agencies (Towns, Villages, Municipalities.)
- j. Submit written responses to all County review comments if the project is County funded and NYSDOT if the project is federally and/or State funded.
- k. Make periodic site visits as necessary for a complete understanding of the system operation.
- l. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
- m. Review all comments and/or questions posed by prospective bidders.
- n. Prepare all necessary addenda to the contract documents.
- o. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
- p. When requested, the Firm will provide copies of any and all design calculations
- q. If requested, the Firm will assist the County should any design questions arise during the advertisement bid period.
- r. The Firm shall submit the Project Schedule within two (2) weeks of kickoff meeting. Once the Project Schedule has been reviewed and signed off by the Firm and County, it will become the Baseline Schedule.
- s. The Firm shall submit a Progress Report and Schedule on a monthly basis, clearly indicating the work done to date. Progress will be measured against the Baseline Schedule.

V. Federal And/Or NY State Requirements

Legal Compliance

Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, the New York State Environmental Quality Review Act (SEQRA), New York State Pollution Discharge Elimination System (SPDES), Local and State codes and ordinances, and all other applicable Federal, State,

and local regulations. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

C.5 Services During Construction

I. General Construction Support (Upon written approval by the Commissioner)

1. When requested in writing by the Commissioner, the Firm shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.

2. The Firm shall render consulting services in connection with the execution of the work. In the performance of such services, The Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications. Attend construction progress meeting to assist in resolving Design related issues.

3. The Firm shall update the final detailed contract plans by preparing new as built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

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

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

The County may provide the Firm with access to documents and plans that may be helpful in this project depending on availability.

II. Inspection Services during Construction are not included in this Agreement.

EXHIBIT B
Payment Schedule

A. Preliminary Design

C.1 Initial Project Proposal/Project Scoping Report (IPP/PSR) & Bridge Rehabilitation Justification Report (BRJR)

C.2 Survey and Right of Way Map (ROW)

**C.3 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD)
(only if State or Federal Fund is available)**

For conducting the work as described under Scope of work, section C.1 Initial Project Proposal/Project Scoping Report (IPP/PSR) and Bridge Rehabilitation Justification Report (BRJR), section C.2 Survey and ROW, and section C.3 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD), the Firm shall be paid on the basis of **Two point Five (2.5)** times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed the following total fees for each respective task:

Task	Total Fee
A. Preliminary Design Cost	
C.1 Initial Project Proposal/Project Scoping Report (IPP/PSR) & Bridge Rehabilitation Justification Report (BRJR)	\$ 68,500.00
C.2 Survey and Right of Way Map (ROW)	\$ 14,500.00
C.3 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD) (only if State or Federal Funds are available)	\$ 42,500.00

Payments shall be submitted with a progress report identifying the progress made for each deliverable under each task. Payment at the time of preliminary submission shall not exceed 40% of the total anticipated fee for the related task, as per table above. Payment at the time of final submission shall not exceed 80% of the total anticipated fee for the related task, as per table above. The remaining 20% shall be paid upon acceptance of the reports and/or survey and ROW by the County and NYSDOT, as applicable.

B. Advance Detailed Plans (ADP) and Plans Specifications & Estimates (PS&E)

**a) C.4 - I. Design Plans; III. Coordination with Public, Private Utilities, Municipalities;
IV. Final Detailed Drawings and Specifications (PS&E)**

For conducting the work as described under Scope of work, section C.4 sections I, III and IV, the Firm shall receive a basic fee for the construction contract prepared, appropriate for the net construction cost listed as follows:

NET CONSTRUCTION COST (For Contract Prepared)	BASE DESIGN FEE (% of Net Construction Cost)
\$10,000,000.00	1.100%
\$8,000,000.00	1.375%
\$6,000,000.00	1.833%
\$5,000,000.00	2.200%
\$3,000,000.00	3.670%
\$2,500,000.00	4.400%
\$1,500,000.00	7.330%

**Current Budgeted Cost
\$110,000.00**

A straight-line interpolation between these points and beyond shall apply, and the percent amount shall be rounded off to two decimal places in computing the fee. For Net Construction Cost above \$10,000,000.00, the cost curve shall be extended using the same slope and the Base Design Fee will be computed using the points above, or mutually negotiated.

The Net Construction Cost shall be the awarded construction contract amount, which is the corrected low bid for the project, exclusive of the fees of the Firm, land acquisition, time related claims, force account agreements, items for training requirements, and/or legal expense. Until said cost of construction is established by the award of a construction contract, the Firm's base design fee shall be based upon the latest approved cost estimate using an approved after "rounding" cost estimate, submitted in accordance with this Agreement. This base design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the bids are opened and the actual awarded construction contract amount is determined, exclusive of any force account agreements or training requirements, if any, the total amount paid to the Firm under this subdivision shall be adjusted to such final award of construction contract, and any overpayment or underpayment of fees shall be adjusted accordingly.

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made at the discretion of the Commissioner or his/her representative.

2. Progress Payments for Advance Detailed Plans (ADP) and Plans Specifications & Estimates (PS&E)

i. During the progress of the Advance Detail Plans (ADP), the Firm shall be paid at a rate of **Two point Five (2.5)** times the direct salaries of the technical personnel engaged in the work, in monthly installments up to an accumulated total 40% of the base design fee of **One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00)**, as determined by the percentage of work completed shown by the submission of required progress reports as well as design document submittals, and as approved by the Project Manager.

ii. During the progress of the design for a construction contract the Firm shall be paid at a rate of **Two point Five (2.5)** times the direct salaries of the technical personnel engaged in the work, in monthly installments up to an accumulated total of 80% of the base design fee of **One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00)**, as determined by the percentage of work completed shown by the monthly progress reports and approved by the Project Manager. When the design for a construction contract is submitted to the Commissioner and NYSDOT (if applicable) for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.

iii. When the design for a construction contract has been fully completed (PS&E) and all necessary work has been accepted by the Commissioner and NYSDOT, as applicable, the Firm shall be paid an additional sum equal to 10% of the said base design fee based on the Engineers Estimate at that time, exclusive of any force account agreements or training requirements.

iv. When the bids for the construction contract have been received, and upon an award of contract, the Firm shall be paid an additional sum to bring the total fee payments to 100% of the said base design fee which is now based upon awarded construction contract amount, which is the corrected low bid, exclusive of any force account agreements or training requirements.

v. It is understood and agreed that at the time the County makes final payment as provided in bullet iv (4) above, that final payment shall be based upon the appropriate fee percentage for the awarded construction contract amount, which is the corrected low bid, exclusive of any force account agreements or training requirements. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual awarded construction contract amount will be adjusted at that time.

vi. If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services based upon a basic fee computed, using an approved neat quantity cost estimate, submitted in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment based on an actual construction contract cost determined after the expiration of such two-year period.

vii. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County

b) C.4 – II. Extra Services:

1. At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Consultant to perform Extra Services. The Consultant shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Consultant 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 Consultant.
3. For its services describe in Exhibit A Section C.4 II Extra Services, for a) Soil Investigations and Reports, and for any extra services performed by the consultant at the request of the Commissioner, The Firm shall be reimbursed (from Allowances) for the actual cost of special consultant services and extra works that have been pre-approved in writing by the Commissioner of Public Works or his or her duly designated deputy.

C.5 SERVICES DURING CONSTRUCTION:

a) General Construction Support

Services described in C.5 Services During Construction shall be compensated on the basis of **Two point Five (2.5)** times Salary Multiplier. The actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a **Two point Five (2.5) multiplier**. The total cost to the County for said services shall not exceed the amount of **Thirty One Thousand Six Hundred Dollars and Zero Cents (31,600.00)**.

b) Inspection Services during Construction are not included in this Agreement

OUT-OF POCKET EXPENSES

The following items are included in the Firm's fee, as an allowance, 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 payment procedures. **One Hundred Fifty Thousand Dollars and no Cents (\$150,000.00)** has been allocated under this Agreement as an allowance.

1. Extra Services performed, upon the written direction of the Commissioner, shall be paid for at the rate of equal to **Two point Five (2.5)** times the direct salaries or wages paid to the personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits.
2. Out-of-Pocket Expenses: The Firm shall be reimbursed (from Allowances) for the actual cost of "out-of-pocket" expenses that have been pre-approved in writing by the Commissioner of Public Works such as (**Traveling cost for reporting to construction site is not considered out-of-pocket**). Additional models, renderings, and photographs in excess than those requested herein. Reproduction of drawings in excess of 15 copies.
3. C.4 Section II a. Soil Investigation and reports shall be reimbursed (from Allowances) for special consultant services and extra works.
4. If requested by the Commissioner in writing the time expended by technical expertise.
5. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in C.2 Survey and Right of Way (ROW).
6. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit A – C.4 III. Co-ordination with Public and Private Utilities and Municipalities.
7. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.
8. For additional work not specifically defined herein but which may be required and has been authorized in writing by the Commissioner.
9. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.

10. When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

11. Expenses for outside inspection, such as at fabrication shop, upon approval by the Commissioner.

SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

General Requirement:

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to

commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall

not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does

expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix "L"

Certificate of Compliance

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

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

Kamal Shahid (Name)
2 Riversfront Plaza - 3rd Floor (Address)
Newark, N.J. 07102
(973) 623-2999 (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 body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. 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

6/7/2023

Signature of Chief Executive Officer



Kamal Shahid

Name of Chief Executive Officer

Sworn to before me this

7th day of June, 2023.

Notary Public



RAMON G. PORTILLO
NOTARY PUBLIC OF

My Commission Expires 8/31/2025





Nassau County Interim Finance Authority

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

1. Vendor: KS Engineers, P.C.

2. Amount requiring NIFA approval: \$479,550.00

Amount to be encumbered: \$479,550.00

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 3 Years from NTP

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The Nassau County Department of Public Works (NCDPW) desires to procure design services for the reconstruction of Hempstead Avenue Bridge over Pines Brook, Bin # 3300040.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

CNOLAN

08/18/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: KS Engineers, PC

CONTRACTOR ADDRESS: Two Riverfront Plaza, Newark, NJ 07102

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on 3/20/2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, eProcure, Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 4/17/2020 [date]. 7 [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maltra, Deputy Commissioner; Vivian Toscano, Civil Engineer III. and Garry Desyr, Civil Engineer II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

9/8/22

Date

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

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, Kamal Shahid 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: KS Engineers, P.C.

Vendor's Address: 2 Riverfront Plaza, 3rd Floor Newark NJ US 07102

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 05/02/2023 03:12:54 pm

Lobbyist Registration and Disclosure Form: 05/09/2023 02:30:00 pm

Business History Form certified: 03/20/2023 12:26:44 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/28/2023 04:49:18 pm

Principal Questionnaire(s)
This refers to the most recent principal questionnaire submissions.

Principal Name	Kamal Shahid, PE [KSHAHID@KSENG.COM]
Date Certified	05/02/2023 03:17:36 pm

I, Kamal Shahid 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.”

Kamal Shahid KSHAHID@KSENG.COM
Name

President
Title

KS Engineers, P.C.
Name of Submitting Entity

05/16/2023 01:38:34 pm
Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Kamal Shahid, PE [KSHAHID@KSENG.COM]

Dated: 05/02/2023 03:12:54 pm

Vendor: KS Engineers, P.C.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Kamal Shahid, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: Two Riverfront Plaza, 3rd Floor
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country: US
Telephone: (973) 688-2775
Other present address(es): 65 Broadway, Suite 1002
City: New York State/Province/Territory: NY Zip/Postal Code: 10006
Country: US
Telephone: (212) 616-2657

List of other addresses and telephone numbers attached

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

President	<u>07/30/1997</u>	Treasurer	<u>07/30/1997</u>
Chairman of Board	<u></u>	Shareholder	<u>12/06/1994</u>
Chief Exec. Officer	<u>07/30/1997</u>	Secretary	<u>12/06/1994</u>
Chief Financial Officer	<u>07/30/1997</u>	Partner	<u></u>
Vice President	<u>12/06/1994</u>		
(Other)	<u></u>		

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

YES ☒ NO ☐ If Yes, provide details.

President of the firm: [REDACTED]

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Prinicipal Questionnaire Form (attachment Q5 and Q6).pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

Please see attachment.

1 File(s) uploaded: Prinicipal Questionnaire Form (attachment Q5 and Q6).pdf

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

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

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

--

I, Kamal Shahid, 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, Kamal Shahid, 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.

KS Engineers, P.C.

Name of submitting business

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

Kamal Shahid, PE KSHAHID@KSENG.COM

President

Title

05/02/2023 03:17:36 pm

Date



Principal Questionnaire Form

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

Yes.

- Elite/KSE - JV
- Hazen and Sawyer – KS Engineers – Joint Venture
- Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
- AKRF/KSE Joint Venture
- KSE-WSP JV
- KSE-D&B JV
- D&B / KSE JV
- KSE/BTI – JV
- KSE-JPCL - JV

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.

- Elite/KSE - JV
- Hazen and Sawyer – KS Engineers – Joint Venture
- Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
- AKRF/KSE Joint Venture
- KSE-WSP JV
- KSE-D&B JV
- D&B / KSE JV
- KSE/BTI – JV
- KSE-JPCL - JV

New Jersey . New York . Pennsylvania . Connecticut

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: 08/29/2023

1) Proposer's Legal Name: KS Engineers, P.C.

2) Address of Place of Business: Two Riverfront Plaza, 3rd Floor

City: Newark State/Province/
Territory: NJ Zip/Postal
Code: 07102

Country: US

Address: 100 Valley Road, Suite 106

City: Mount Arlington State/Province/
Territory: NJ Zip/Postal
Code: 07856

Country: US

Start Date: _____ End Date: _____

Address: 1000 Bishops Gate Boulevard, Suite 102

City: Mount Laurel State/Province/
Territory: NJ Zip/Postal
Code: 08054

Country: US

Start Date: _____ End Date: _____

Address: 125 Half Mile Road, Suite 200

City: Red Bank State/Province/
Territory: NJ Zip/Postal
Code: 07701

Country: US

Start Date: _____ End Date: _____

Address: 1279 Route 300, Suite 3

City:	<u>Newburgh</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>12550</u>
Country:	<u>US</u>				
Start Date:				End Date:	

Address: 2080 Silas Deane Highway Unit 102

City:	<u>Rocky Hill</u>	State/Province/ Territory:	<u>CT</u>	Zip/Postal Code:	<u>06067</u>
Country:	<u>US</u>				
Start Date:				End Date:	

Address: 500 Grant St., Suite 2900

City:	<u>Pittsburgh</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>15219</u>
Country:	<u>US</u>				
Start Date:				End Date:	

Address: 530 Walnut Street, Suite 460

City:	<u>Philadelphia</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>19106</u>
Country:	<u>US</u>				
Start Date:				End Date:	

Address: 65 Broadway, Suite 1002

City:	<u>New York</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>10006</u>
Country:	<u>US</u>				
Start Date:				End Date:	

3) Mailing Address (if different): _____

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

Phone: _____

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

4) Dun and Bradstreet number: [REDACTED] _____

5) Federal I.D. Number: [REDACTED] _____

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for

matters pertaining to that individual's position at or relationship to an affiliated business.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

KS Engineers, P.C., reviews all current contractual obligations before committing to new work, to assure no conflict of interest would be incurred.

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

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

YES [] NO [X]

Is the proposer an individual?

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

- i) Date of formation;

12/06/1994

- 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.

First Name	Kamal			
Last Name	Shahid			
MI		Suffix		
Address	Two Riverfront Plaza			
City	Newark	State/Province/ Territory	NJ	Zip/Postal Code 07102
Country	US			
Position	President			

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

First Name	Kamal				
Last Name	Shahid				
MI		Suffix			
Address	Two Riverfront Plaza				
City	Newark	State/Province/ Territory	NJ	Zip/ Postal Code	07102
Country	US				
Position	President				

iv) State of incorporation (if applicable);

NJ

v) The number of employees in the firm;

260

vi) Annual revenue of firm;

38000000

vii) Summary of relevant accomplishments

Engineering News Record Top 500 Engineering Firm and Top 100 Construction Management-for-Fee Firm

5 File(s) uploaded: Business History Form vii) Summary of relevant accomplishments.pdf, aa Business History Form (attachment).pdf, aa Business History Form (attachment).pdf, vii) Summary of relevant accomplishments.pdf, vii) Summary of relevant accomplishments.pdf

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

5 File(s) uploaded: Business History Form viii) NYS Professionals Online Verification.pdf, NYS Authorization for Engineering - Exp 02-2024.pdf, NYS Authorization for Engineering - Exp 02-2024.pdf, NYS Authorization for Surveying (Exp. 08-31-2023).pdf, ae NYS Authorization for Surveying (Exp. 08-31-2023).pdf

B. Indicate number of years in business.

32

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

No other information is being provided.

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	Camden County Department of Public Works
Contact Person	James Winckowski, PE, CME

Address	2311 Egg Harbor Road		
City	Lindewold	State/Province/Territory	NJ
Country	US		
Telephone	(856) 566-2699		
Fax #	(856) 566-2988		
E-Mail Address	james.winckowski@camdencounty.com		

Company	County of Essex		
Contact Person	Luis Rodriguez		
Address	900 Bloomfield Avenue		
City	Verona	State/Province/Territory	NJ
Country	US		
Telephone	(973) 226-8500		
Fax #	(973) 226-7469		
E-Mail Address	LRodriguez@essexcountynj.org		

Company	Hudson County		
Contact Person	Joseph Glembocki, PE		
Address	567 Pavonia Avenue		
City	Jersey City	State/Province/Territory	NJ
Country	US		
Telephone	(201) 795-6280		
Fax #	(201) 795-6520		
E-Mail Address	jglembocki@hcnj.us		

I, Kamal Shahid, 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, Kamal Shahid, 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.

Name of submitting business: KS Engineers, P.C.

Electronically signed and certified at the date and time indicated by:
Kamal Shahid, PE KSHAHID@KSENG.COM

President

Title

08/29/2023

Date



Business History Form

- 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.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

April 29, 1991; Incorporated December 6, 1994

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

Kamal Shahid, PE, President (100% - Shareholder)

[REDACTED]

iii) Name, address and position of all officers and directors of the company;

Kamal Shahid, PE, President

[REDACTED]

iv) State of incorporation (if applicable);

New Jersey

v) The number of employees in the firm;

275 employees

vi) Annual revenue of firm;

\$49,311,478 (average annual revenue last three years)

vii) Summary of relevant accomplishments

KS Engineers, P.C. (KSE) provides civil engineering; structural engineering; geotechnical engineering; construction management and inspection; landscape architecture; aerial mapping ground control; boundary survey, topographic survey, Right-of-Way and GPS mapping, and laser scanning services. We work closely with our clients to ensure that specific programmatic requirements are complimented by innovative, efficient and cost effective designs. Our civil engineering services include site grading and drainage, earthwork evaluation and pavement design, soil erosion and sediment control plans, drainage structures design, utilities engineering including water and sewer systems, storm water management, roadway and site lighting, civil site



Engineers . Surveyors . Construction Managers

KS Engineers, P.C. 65 Broadway, Suite 1002, New York, NY 10006 . Tel:212.616.2657 . Fax:212.616.3060 .www.kseng.com

plans, subdivisions and site layout, parking lot design, permitting, cost estimation and specifications. Our civil engineering department provides these services for roads and highway projects, as well as residential, commercial, industrial, institutional, and mixed-use projects. Our interdisciplinary team ensures responsible solutions tailored to planning challenges and specific client's needs.

KSE has and continues to provide Engineering services to a variety of agencies (State, County and Local) for "On-Call" or "Task Order" type contracts. These include some of the following on going or recently completed contracts:

- Nassau County, Design Services, Reconstruction of Cutter Mill-Bayview Ave Bridge
- NYCDDC, Survey On-Call Agreement
- Battery Park City Authority, On-Call Design and Survey Agreement
- MTA Long Island Rail Road, On-Call Survey Agreements
- MTA NYCT, General Engineering Services
- PANYNJ, Call-In Civil Engineering Services
- PANYNJ, Call-In Structural Engineering Services
- PANYNJ, Call-In Traffic Engineering Services
- PANYNJ, Call-In Survey Agreements
- NJDOT, General Engineering Term Agreement
- NJDOT, Survey Term Agreement
- Philadelphia Water Department, On-Call Basis General Engineering Services
- Philadelphia Schools District, Professional Staffing on an As-Needed Basis
- City of Philadelphia-Division of Aviation, On-Call Civil Engineering Services
- Philadelphia Department of Streets, On-Call General Engineering Services for ADA Ramps

Since our inception in 1991, the professionals at KSE have dedicated themselves to providing excellence in engineering design. The quality and on-time delivery of our services are key factors in our strong growth. The professionals at KSE understand that the projects on which we work become an intrinsic part of the communities that we serve. We are proud that our commitment to excellence has been recognized by our peers and colleagues. The following is a partial list of our recent awards and achievements:

KS Engineers, P.C. - Awards (NJ, NY, PA)

2017

- Silver Award from ACEC NY 2017; Distinguished Award from ACEC NJ 2017; ASCE Metropolitan Section Design-Build Project of the Year - *MTA Long Island Railroad, Design-*



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Build Services for Colonial Road Bridge Replacement and Pocket Track Extension, Village of Thomaston, Town of North Hempstead, NY

- Platinum Award ACEC NY 2017 - *New York City Dept. of Design & Construction, Installation of Trunk Water Mains in Astor Place and Cooper Square, Manhattan, NY*
- Distinguished Award from ACEC NJ - *County of Essex, South Orange Avenue Traffic Improvements – CM*

2016

- NJ Biz Top Minority-Owned Businesses
- NJ Biz Top Construction Management Firms
- NJ Biz Top 250 Private Companies

2015

- Platinum Award from ACEC NY – *City of Newark, Traffic Sign Management*
- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee Firms
- NJ Biz Top Construction Management Firms

2014

- Silver Award for Engineering Excellence - ACEC NY / Distinguished Award for Engineering Excellence - ACEC NJ - *New York State Thruway Authority, Installation of ITS Devices in New York Division, Rockland, Westchester, Orange & Ulster Counties, NY*
- ENR/Engineering News-Record - Top 100 Construction Management-For-Fee And PM Firms

2013

- Silver Award for Engineering Excellence - ACEC NY - *New York City Department of Design and Construction, Reconstruction of Pratt Avenue Area, Bronx, NY*
- Diamond Award for Engineering Excellence – ACEC PA – *University City Science Center, Restore Philadelphia Corridors – 40th & Market Corridor, Philadelphia, PA*
- ENR/Engineering News-Record - Top 100 Professional Service Firms
- NJ Biz Top Construction Management Firms

2012

- NJ Biz Top Construction Management Firms

2011

- NJ Biz 50 Fastest Growing Companies

viii) Copies of all state and local licenses and permits.
See attached, NYS Certifications.

vii) Summary of relevant accomplishments

KS Engineers, P.C. (KSE) provides civil engineering; structural engineering; geotechnical engineering; construction management and inspection; landscape architecture; aerial mapping ground control; boundary survey, topographic survey, Right-of-Way and GPS mapping, and laser scanning services. We work closely with our clients to ensure that specific programmatic requirements are complimented by innovative, efficient and cost effective designs. Our civil engineering services include site grading and drainage, earthwork evaluation and pavement design, soil erosion and sediment control plans, drainage structures design, utilities engineering including water and sewer systems, storm water management, roadway and site lighting, civil site plans, subdivisions and site layout, parking lot design, permitting, cost estimation and specifications. Our civil engineering department provides these services for roads and highway projects, as well as residential, commercial, industrial, institutional, and mixed-use projects. Our interdisciplinary team ensures responsible solutions tailored to planning challenges and specific client's needs.

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- Battery Park City Authority, On-Call Design and Survey Agreement
- MTA Long Island Rail Road, On-Call Survey Agreements
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- PANYNJ, Call-In Civil Engineering Services 2011-2014
- PANYNJ, Call-In Structural Engineering Services 2011-2014
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- PANYNJ, On-Call Survey Agreements
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- Philadelphia Schools District, Professional Staffing on an As-Needed Basis
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- Platinum Award ACEC NY 2017 - New York City Dept. of Design & Construction, Installation of Trunk Water Mains in Astor Place and Cooper Square, Manhattan, NY
- Distinguished Award from ACEC NJ - County of Essex, South Orange Avenue Traffic Improvements – CM

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2015

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2014

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- NJ Biz Top Construction Management Firms

2012

- NJ Biz Top Construction Management Firms

2011

- NJ Biz 50 Fastest Growing Companies

**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

**KS ENGINEERS PC
DBAKS ENGINEERS & LAND SURVEYORS
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
09/01/2020 TO 08/31/2023.

CERTIFICATE NUMBER
0017533



Shannon L. Tahoe
SHANNON L. TAHOE
INTERIM COMMISSIONER OF EDUCATION

**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

**KS ENGINEERS PC
DBA:KS ENGINEERS & LAND SURVEYORS
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 03/01/2021 TO 02/29/2024.

**CERTIFICATE NUMBER
0018469**




BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: KS Engineers, P.C.

Address: Two Riverfront Plaza, 3rd Floor

City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102

Country: US

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

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

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

First Name	<u>Kamal</u>		
Last Name	<u>Shahid</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>Two Riverfront Plaza</u>		
City	<u>Newark</u>	State/Province/ Territory:	<u>NJ</u> Zip/Postal Code: <u>07102</u>
Country	<u>US</u>		
Position	<u>President</u>		

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

If none, explain.

First Name	<u>Kamal</u>		
Last Name	<u>Shahid</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>Two Riverfront Plaza</u>		
City	<u>Newark</u>	State/Province/ Territory:	<u>NJ</u> Zip/Postal Code: <u>07102</u>
Country	<u>US</u>		

Position President

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

NONE

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

NONE

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

NONE

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

NONE

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

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

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

Kamal Shahid, PE [KSHAHID@KSENG.COM]

Dated: 08/29/2023 11:14:26 am

Title: President

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2023

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

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

PRODUCER Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Timothy P. Esler PHONE (A/C, No. Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com
INSURED KS Engineers, P.C. 2 Riverfront Plaza 3rd Floor Newark NJ 07102	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Selective Fire and Casualty Ins Co. INSURER C: Travelers Property Casualty Co of Amer INSURER D: Berkshire Hathaway Specialty Ins. Co. INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual & XCU Coverage Per GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		Policy Terms & Conditions Includes Coverage within	7/31/2023 50' of RR	7/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Valuable Papers/per occurrence \$ 500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X			7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR				7/31/2023	7/31/2024	EACH OCCURRENCE \$ 5,000,000
C	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X			7/31/2023	7/31/2024	AGGREGATE \$ 5,000,000 ea occurrence/aggregate \$ 15M/15M
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL & POLLUTION LIABILITY				11/21/2022	11/21/2023	PER CLAIM LIMIT \$5,000,000 AGGREGATE LIMIT \$5,000,000

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

RE: KSE Project No. 2023-2661 - Contract No. H63029-18D3 - Construction Support Services Hempstead Avenue over Pine Brook. Additional Insured - County of Nassau - Dept of Public Works, NY as respects general, auto and excess liability where required by written contract. General, auto and excess Liability Additional Insured is primary and non-contributory where required by written contract. Waiver of Subrogation applies as respects general, auto and excess liability where required by written contract. 30 day written notice of cancellation to certificate holder applies.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 1194 Prospect Avenue Westbury, New York 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

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

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PRODUCER Risk Strategies Company 80 West Century Road, Suite 301 Paramus, NJ 07652	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No): E-MAIL ADDRESS:
INSURED KS Engineers, P.C. 2 Riverfront Plaza, 3rd Floor Newark NJ 07102	INSURER(S) AFFORDING COVERAGE INSURER A: New Jersey Manufacturers Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12122

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER:**

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A				7/31/2023	7/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

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	AUTHORIZED REPRESENTATIVE RSC Insurance Brokerage

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ACORD 25 (2016/03)

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: January 14, 2021

SUBJECT: Design Services for the Reconstruction of Hempstead Avenue Bridge, Bin # 3300040,
Island Parkway Bridge, Bin # 3300290 and Merrick Road Bridge, Bin # 3360510
RFP No. PW-H63029-18D
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) desires to procure Design Services for the Rehabilitation of three Bridges at Hempstead Avenue, Bin # 3300040, Island Parkway, Bin # 3300290 and Merrick Road, Bin # 3360510. RFP and Cost Proposals included the option for Federal Funded project, if available. Though the project design will follow New York State Department of Transportation (NYSDOT) Specifications in either case, NYSDOT/ FHWA procedure will require additional work and as such additional costs during the design approval stage. The scope of work includes at a minimum but is not limited to the following NYSDOT and or NCDPW requirements: A thorough inspection of the bridges, with BIN numbers listed above to develop the following reports: Initial Project Proposal (IPP), Project Scoping Report (PSR) and the Bridge Rehabilitation Justification Report (BRJR). During this preliminary phase, Coordination with various State's Agencies, such as, NY State Department of State, NYSDOS, NY State Department of Conservation (NYSDEC), US Army Corp of Engineers, (USACOE) and all applicable Agencies, and Utilities identified within the bridges' limits will be required for permits purposes and proposed utilities works. Upon review, consultation and approval by NCDPW/NYSDOT of all the above noted required bridge reports, the selected firm will be notified of the preferred alternative selected by the County and instructed to proceed with the development of the ADP and PS&E using either of two (2) separate options-as noted above. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday.

The County received seven (7) responses to the Request for Proposals (RFP), all proposals were eligible for review. The technical proposals were evaluated by professional staffs within the Department: Rakhal Maitra, Deputy Commissioner; Vivian Toscano, Civil Engineer III. and Garry Desyr, Civil Engineer II.

Since two (2) separate options were being considered for each of the three (3) bridges, and the number of submitted proposals to be evaluated were seven (7), which accounted for a total number of twenty-one (21) proposals and forty-two (42) cost proposals to be reviewed and scored, it took the committee more time to arrive to their final selections for the three (3) bridges.

After tabulating the combined technical scores for each bridge separately and establishing ranking order, as per below attached tables, the committee made the following determination.

A) Merrick Road over Whale Neck,

Because the technical scores between GPI (90.67) ranked number 1 and H&H (90) ranked number 2 were almost tied and that KSE (85.67) ranked number 3, had more than 4 points difference from number 2 ranked, it was determined to request a BAFO from the top two ranked Firms, namely GPI and H&H. Upon review of the BAFO submitted by both firms, it reveals that GPI cost for option 1, lower than H&H by \$38,852.06 would be more beneficial for the County if they were to fund the project. Although GPI option 2 cost is \$26,000.00 higher than H&H, since their multiplier 2.5 and cost curve \$134,136.32 are lower than H&H, respectively 2.65 and \$176,000.00. The TRC felt that GPI cost for both options represent the best value for the County for **Merrick Road over Whale Neck**. For contracting purposes, a contingency will be added to GPI proposed amount, resulting in a contract award amount of \$ 480,870.13 if the County would fund the project (option1), and \$588,884.84 if we were to receive Federal grant for the project (option 2).



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

January 14, 2021

Page 2

SUBJECT: Design Services for the Reconstruction of Hempstead Avenue Bridge, Bin # 3300040, Island Parkway Bridge, Bin # 3300290 and Merrick Road Bridge, Bin # 3360510
RFP No. PW-H63029-18D
Recommendation of Award

RFP PW-H63029-18D Rehabilitation of Three Bridges in the Town of Hempstead (Merrick over whale Neck)

FIRM	AVERAGE	RANK	Cost Proposal Option 1	Cost Proposal Option 2	*BAFO Option 1	*BAFO Option 2	Option 1 Including Contingency	Option 2 Including Contingency
GPI	90.67	1	\$432,706.51	\$532,068.89	\$418,147.94	\$512,073.78	\$480,870.13	\$588,884.84
Hardesty & Hanover	90.00	2	\$467,000.00	\$496,000.00	\$457,000.00	\$486,000.00		
KSE	85.67	3	\$378,955.00	\$422,412.00				
M&J	84.33	4	\$189,236.50	\$196,716.50				
SEPC	81.00	5	\$736,576.00	\$856,570.00				
LKB	80.33	6	\$539,700.00	\$559,700.00				
LIRo	78.67	7	\$290,894.00	\$302,075.00				

B) Island Parkway over Island Park Canal

Since the score difference between the firm ranked number 1 H&H and the firm ranked number 2 KSE was more than 3 points, and that all three (3) evaluators felt that H&H technical proposal elaborate more on complex and important technical aspect related to this multi-span bridge, it was decided to request a BAFO only from H&H. With a revised cost of \$492,000.00 for option 1 and \$523,000.00 for option 2 the TRC felt that H&H cost for both options represent the best value for the County for **Island Parkway over Island Park Canal**. For contracting purposes, a contingency will be added to H&H proposed amount, resulting in a contract award amount of \$565,800.00 if the County would fund the project (option 1), and \$601,450.00 if we were to receive Federal grant for the project (option 2).

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

January 14, 2021

Page 3

SUBJECT: Design Services for the Reconstruction of Hempstead Avenue Bridge, Bin # 3300040, Island Parkway Bridge, Bin # 3300290 and Merrick Road Bridge, Bin # 3360510
RFP No. PW-H63029-18D
Recommendation of Award

RFP PW-H63029-18D Rehabilitation of Three Bridges in the Town of Hempstead (Island Parkway over Island Park Canal)

FIRM	AVERAGE	RANK	Cost Proposal Option 1	Cost Proposal Option 2	*BAFO Option 1	*BAFO Option 2	Option 1 Including Contingency	Option 2 Including Contingency
Hardesty & Hanover	91.00	1	\$505,000.00	\$535,000.00	\$492,000.00	\$523,000.00	\$565,800.00	\$601,450.00
KSE	87.67	2	\$429,080.00	\$476,780.00				
GPI	87.00	3	\$484,020.69	\$589,777.07				
SEPC	85.33	4	\$854,245.00	\$1,009,658.00				
M&J	84.00	5	\$201,105.00	\$207,881.00				
LKB	80.33	6	\$553,700.00	\$575,700.00				
LIRo	79.33	7	\$317,909.00	\$326,721.00				

C) Hempstead Ave over Pine Brook

The TRC analyzed the score differences between the top 5 firms and noted that the score ranges among these firms are relatively high with H&H being ranked #1, GPI and KSE being ranked 2nd and 3rd. Cost proposals for these firms were examined and the following observation were made. SEPC (85.33) ranked 4th, with a proposed cost of \$854,245.00 for option 1 and \$1,009,658.00 for option 2 seems to have over budget the project and M&J (84.00) ranked 5th with a cost of \$201,105.00 for option 1 and \$207,881.00 for option 2 appears to have under budget the project, for these reasons SEPC and M&J cost proposals were not considered. Subsequently the TRC focused on the top 3 firms cost proposals, and it becomes clear that KSE (88.00) ranked 3rd with a very reasonable cost of \$378,955.00 which is \$126,045.00 lower than H&H (91.33) ranked number 1 and \$108,863.14 lower than GPI (89.33) ranked number 2 for option 1, and a cost of \$422,415.00, which is lower by \$112,585.00 from H&H and by \$163,111.77 from GPI for option 2 appear to represents the best value for the County. However, a BAFO was requested from all top three firms to further verify the costs. KSE's costs still remains significantly lower and considering H&H workload, being selected for the longest bridge, the TRC felt that KSE's proposal for both options represent the best value for the County for **Hempstead Ave over Pine Brook**. For contracting purposes, a contingency will be added to KSE proposed amount, resulting in a contract award amount of \$430,790.00 if the County would fund the project (option 1), and \$479,550.00 if we were to receive Federal grant for the project (option 2).

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

January 14, 2021

Page 4

SUBJECT: Design Services for the Reconstruction of Hempstead Avenue Bridge, Bin # 3300040, Island Parkway Bridge, Bin # 3300290 and Merrick Road Bridge, Bin # 3360510
RFP No. PW-H63029-18D
Recommendation of Award

RFP PW-H63029-18D Rehabilitation of Three Bridges in the Town of Hempstead (Hempstead Ave over Pine Brook)

FIRM	AVERAGE	RANK	Cost Proposal Option 1	Cost Proposal Option 2	*BAFO Option 1	*BAFO Option 2	Option 1 Including Contingency	Option 2 Including Contingency
Hardesty & Hanover	91.33	1	\$ 505,000.00	\$ 535,000.00	\$453,000.00	\$483,000.00		
GPI	89.33	2	\$ 487,818.14	\$ 585,526.77	\$478,389.62	\$573,330.79		
KSE	88.00	3	\$ 378,955.00	\$ 422,415.00	\$374,600.00	\$417,000.00	\$430,790.00	\$479,550.00
SEPC	85.33	4	\$ 829,769.00	\$ 985,182.00				
M&J	85.00	5	\$ 205,593.00	\$ 216,043.00				
LKB	81.00	6	\$ 542,500.00	\$ 561,900.00				
LIRo	79.00	7	\$ 285,271.00	\$ 295,978.00				

It is the Department's recommendation that Hardesty & Hanover, LLC (H&H), Greenman-Pedersen Inc (GPI) and KS Engineers, PC (KSE) be retained for this contract as per above mentioned explanation. It is the intention of the Department that the design of the three bridges will be performed concurrently. Funding for said services is available under Capital Project Number 63029.

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


Kenneth G. Arnold
Commissioner

KGa:RM:jd

c: Rakhal Maitra, Deputy Commissioner
Vivian Toscano, Civil Engineer III
Garry Desyr, Civil Engineer II

APPROVED:

 02/05/2021
Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 20-0018

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Hempstead Ave over Pines Brook & Island Pkwy over Island Park Canal & Merrick Rd over Whale Neck CreekDepartment: Public Works Project Manager: Garry Desyr Date: January 17, 2020Service Requested: Design for repairs of Three bridges in TOH

Justification: Repair is needed for various bridges. The substructure and superstructure of the bridges exhibit several deficiencies, including cracks at slabs and spans, scuppers in poor condition, cracks at piers, pedestals and deck, corrosion at abutment bearings, spalled base and wingwalls, restricted waterway opening. Design is required to address all issues that may impact public safety without delay.

Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$1,200,000.00
Circle appropriate phaseTotal Project Cost: TBD Date Start Work: Summer 2020 Duration: 12 months
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 63029-066See Attached Sheet if multiyear ☐NIFS Entered: J. J. 2/11/20
SIGNATURE DATEAIM Entered: Nancy Allen 2/18/20
SIGNATURE DATEFunding Code: 63029-066
use this on all encumbrancesTimesheet Code: 20-0018
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES, NO Signature _____
Version January 2014

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**
☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order
Project Title: Hempstead Ave over Pines Brook & Island Pkwy over Island Park Canal & Merrick Rd over Whale Neck CreekDepartment: Public Works Project Manager: Garry Desyr Date: January 17, 2020Service Requested: Design for repairs of Three bridges in TOH

Justification: Repair is needed for various bridges. The substructure and superstructure of the bridges exhibit several deficiencies, including cracks at slabs and spans, scuppers in poor condition, cracks at piers, pedestals and deck, corrosion at abutment bearings, spalled base and wingwalls, restricted waterway opening. Design is required to address all issues that may impact public safety without delay.

Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$1,200,000.00
Circle appropriate phase
 Total Project Cost: TBD Date Start Work: Summer 2020 Duration: 12 months
 Includes, design, construction and CM Phase being requested Phase being requested
Capital Funding Approval: YES ☐ NO ☐ Rosem 2/4/20
SIGNATURE DATEFunding Allocation (Capital Project): 63029-066
See Attached Sheet if multiyear ☐NIFS Entered: 1.2 2/11/20
SIGNATURE DATEAIM Entered: Nancy Allen 2/18/20
SIGNATURE DATEFunding Code: 63029-066 Timesheet Code: 20-0018
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐ Just
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Brian Schneider 2/10/2020
SIGNATURE**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.**

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES, NO Signature _____
Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Garry Desyr, Civil Engineer II

FROM: Office of the Commissioner

DATE: February 24, 2020

SUBJECT: CSEA Sub-Contracting Approval
Contract H63029-18D
C20-021 – Hempstead Avenue over Pines Brook, Island Parkway over
Island Park Canal, Merrick Road over Whale Neck Road

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. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C20-021**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
 Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: February 5, 2020

SUBJECT: CSEA Notification of a Proposed DPW Contract Task Order
 Contract No.: H63029-18D
 Hempstead Avenue over Pines Brook (Town of Hempstead) BIN 3300040
 Island Parkway over Island Park Canal (Town of Hempstead) BIN 3300290
 Merrick Road over Whale Neck Creek (Town of Hempstead) BIN 3360510

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 Department of Public Works task order is for work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a design service agreement for the following: Contract No.: H63029-18D
 Hempstead Avenue over Pines Brook, Island Parkway over Island Park Canal, and Merrick Road over Whale Neck Creek
2. Design of this task will include the following: Survey, inspection, investigation, study and design work for repair of three (3) bridges listed above. The substructure and superstructure of the bridges exhibit several deficiencies, including cracks at slabs and spans, poor hydraulic opening, cracks at piers, pedestals and deck, corrosion at abutment bearings, spalled at base and wingwalls, restricted waterway opening. Design is required to address all issues that may impact public safety without delay.
3. The work involves the following: Initial project proposal, project scoping report, bridge rehabilitation justification report, bridge rehabilitation report, design approval documents, advance detail plans, plans, specifications and estimates. These are all required to bring the bridge into a state of good repair and compliance with applicable codes and standards.
4. An estimate of the cost is: TBD
5. 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, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva
 Deputy Commissioner

RD:RM;jd

- c: Christopher Nicolino, Director, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 Loretta Dionisio, Assistant to Deputy Commissioner
 Christopher Yansick, Unit Head, Financial Management Unit
 Diane Pyne, Unit Head, Human Resources Unit
 Jonathan Lesman, Management Analyst II
 Garry Desyr, Civil Engineer II



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.

Kamal Shahid, PE, President

Name and Title of Authorized Representative

m/d/yy



Signature

03/17/2023

Date

KS Engineers, P.C.

Name of Organization

2 Riverfront Plaza, 2nd Floor, Newark, NJ 07102

Address of Organization

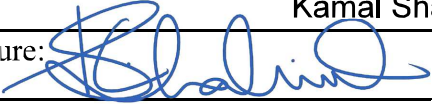
Instructions for Certification

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	KS Engineers, P.C.
Address (street/city/state/zip code):	65 Broadway, Suite 1002, New York, NY 10006
Authorized Representative (name/title):	Kamal Shahid, PE, President
Authorized Signature:	
Contract Number:	H63029-18D3
Contract/Project Name:	Design Services – Rehabilitation Hempstead Avenue over Pines Brook, Town of Hempstead
Contract/Project Description:	Professional engineering services for Bridge Rehabilitation

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$374,600		
Total MBE Dollar Amount	\$333,150	MBE Contract Percentage	88.9%
Total WBE Dollar Amount	\$23,050	WBE Contract Percentage	6.2%
Total SDVOB Dollar Amount	\$0	SDVOB Contract Percentage	0%
Total Combined M/WBE/SDVOB Dollar Amount	\$356,200	Combined M/WBE/SDVOB Contract Percentage	95.1%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: KS Engineers, P.C. Address: 65 Broadway, Suite 1002 City: New York State/Zip Code: New York, 10006 Authorized Representative: Kamal Shahid, PE, President Telephone No. 973.332.5930	Overall Project Management, Structural, Civil and Geotechnical Engineering, and MPT	Amount (\$): 333,150 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: TriState Planning Engineering & Land Surveying, P.C. Address: 161-01 Horace Harding Expressway City: Fresh Meadows State/Zip Code: New York, 11365 Authorized Representative: Shavawn Lockhart Telephone No. 516.496.7700	Surveying Services	Amount (\$): \$14,500 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Matrix New World Engineering Address: 333 West 39th Street, Suite 202 City: New York State/Zip Code: New York, 10018 Authorized Representative: Jayne Warne, PE Telephone No. 973.240.1800	Hazardous Materials	Amount (\$): \$8,550 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: <div>N/A</div>	N/A	Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			