



Certified: --

**E-60-24**

FILED WITH THE NASSAU COUNTY CLERK OF THE  
LEGISLATURE MARCH 27, 2024 4:12PM

## NIFS ID: CFPW24000004

Capital: X

Contract ID #: CFPW24000004

NIFS Entry Date: 02/09/2024

## Department: Public Works

Service: Long Beach WPCP Decommissioning and Demolition  
Project Design - S35109-06C

Term: Five (5) years with option to extend up two (2) years

Contract Delayed:

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

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	No
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: <b>Cameron Engineering &amp; Associates, LLP</b>	ID#: <b>113313855</b>
Main Address: <b>177 Crossways Park Drive Woodbury, NY 11797</b>	
Main Contact: <b>Laura Teresa Liu</b>	
Main Phone: <b>(631) 433-0629</b>	

Department:
Contact Name: <b>Christopher Vella</b>
Address: <b>NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793</b>
Phone: <b>(516) 571-7523</b>
Email: <b>ldionisio@nassaucountyny.gov, CPetrucci@nassaucount ny.gov, Ekobel@nassaucountyny.gov, cvella@nassaucount yny.gov</b>

## Contract Summary

**Purpose:** This is a contract to provide final design to decommission, demolish and restore existing grades while maintaining continuous operation of the transfer station at the existing Long Beach WPCP. Upon Project completion the Long Beach transfer pump station will remain, and its ownership will be by Nassau County. The contract includes providing specifications, detailed design, construction schedule and preliminary construction cost estimate, and hazardous material survey to assess harmful contaminants within the project area.

**Procurement History:** Notice of RFP was published in Newsday: 5/12/2023, NYS Contract Reporter: 5/17/2023 and made available on e-Procure: 5/12/2023-6/30/2023. Technical and cost proposals were received from three (3) firms on June 30, 2023. The proposals were evaluated, and technical ranking established by the registered professional engineers and other personnel within the Department. The cost proposals for the top two (2) technically ranked firms were opened and recorded. Cameron was selected

based on the highest technical ranking and lowest proposed cost providing the best value to Nassau County.

**Description of General Provisions:** This contract is to provide final design to decommission, demolish and restore existing grades while maintaining continuous operation of the transfer station at the existing Long Beach WPCP. Upon Project completion the Long Beach transfer pump station will remain, and its ownership will be by Nassau County. The contract includes providing specifications, detailed design, construction schedule and preliminary construction cost estimate, and hazardous material survey to assess harmful contaminants within the project area.

**Impact on Funding / Price Analysis:** Maximum amount for this contract is \$806,000.00 available in Capital Project No. 35109. The total cost will be reimbursed by FEMA through an agreement executed with the City of Long Beach and the County's Inter Municipal Agreement (IMA) with the City. The FEMA 406 Program agreement covers 90% of the costs with the 10% match being provided by the State via the Governor's Office of Storm Recovery (GOSR). Contract has 20% MWBE and 6% SDVOB requirement.

**Change in Contract from Prior Procurement:** NA

**Method of Source Selection:**

☒ Request For Proposals awarded to proposer offering best value

RFP #: PW-S35109-06C

Advertised On: 05/12/2023

Advertised In: Bid Board, Newsday, New York State Contract Reporter

Proposals Due On: 06/30/2023

Number of proposals received: 3

Evaluation Committee members: Vincent Falkowski, Deputy Commissioner of Environmental Programs, Christopher Vella, Project Manager II, Gerard Ennis, Environmental Specialist III, Karen Fay, Sanitary Engineer III.

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.

The contract has been awarded to the proposer offering the lowest cost proposal

**MWBE Participation:**

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

**Recommendation:** Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00002	PWCSWCSW 00002 35109 006	01	\$806,000.00
						TOTAL	\$806,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$725,400.00
State	\$80,600.00
Capital	\$0.00
Other	\$0.00
Total	\$806,000.00

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	02/16/2024 10:19AM	Approved
NIFS Final Approval	Roseann D'Alleva	02/16/2024 12:36PM	Approved
Final Approval	Elizabeth Kobel	02/20/2024 08:25AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	02/20/2024 09:27AM	Approved
Final Approval	Roseann D'Alleva	02/20/2024 09:27AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	02/20/2024 09:53AM	Approved
Approval as to Form	Salvatore Spezio	02/20/2024 10:54AM	Approved
NIFS Approval	Mary Nori	02/27/2024 11:42AM	Approved
Final Approval	Mary Nori	02/27/2024 11:42AM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	02/21/2024 01:53PM	Approved
NIFA Approval	Christopher Nolan	02/23/2024 10:58AM	Approved
Final Approval	Christopher Nolan	02/23/2024 10:58AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/27/2024 11:45AM	Approved
DCE Compliance Approval	Robert Cleary	03/18/2024 12:37PM	Approved
Vertical DCE Approval	Arthur Walsh	03/27/2024 11:02AM	Approved
Final Approval	Arthur Walsh	03/27/2024 11:02AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/27/2024 03:50PM	Approved

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

RULES RESOLUTION NO. – 2024

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

WHEREAS, the County has negotiated a personal services agreement with Cameron Engineering & Associates, LLP, to provide the County with design engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Cameron Engineering & Associates, L.L.P., a consulting engineering firm having its principal office at 177 Crossways Park Drive, Woodbury, NY 11797 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. **Term.** The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate five (5) years from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years for by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.
2. **Services, Extra Services and Reimbursable Expenses.**
  - (a) The services to be provided by the Firm under this Agreement consist of Final Design Engineering Services for the Long Beach WPCP Decommissioning and Demolition Project S35109-06C. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".
  - (b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.
  - (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

### **3. Payment.**

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed shall not exceed **Eight Hundred Six Thousand dollars (\$806,000.00).**

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all

due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

#### **4. Ownership and Control of Work Product**

##### **(a) Copyrights.**

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

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

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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



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

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

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

7. **Compliance with Law.**

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

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

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

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

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

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

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

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

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

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

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

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

9. **Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, 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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) 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 claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance including without limitation builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or

manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Joint Venture.**

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

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

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

(a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all

County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

**{Remainder of page intentionally left blank}**

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

CAMERON ENGINEERING & ASSOCIATES, LLP

By: 

Name: MICHAEL J. HOLTS, P.E.

Title: PRINCIPAL

Date: 11/6/23

NASSAU COUNTY

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

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

Title: County Executive

☐

Deputy

County

Executive

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

PLEASE EXECUTE IN BLUE INK





**EXHIBIT “A”****DETAILED SCOPE OF SERVICES****Division A Services – Technical Design Report**

The Firm shall prepare a Technical Design Report (TDR) including, at a minimum, the following:

1. Description of existing conditions and associated problems
2. Discussion of possible solutions to problems
3. Recommendation of solution
4. Design criteria/basis for design
5. A list of anticipated design drawings
6. A list of anticipated specification sections
7. Detailed design and construction schedule
8. Preliminary construction cost estimate

In addition to the above, the TDR shall include discussion of and/or address each of the following items:

- A. Hazardous material survey to assess harmful contaminants within the Project area. The survey shall identify the location, extent, condition, and estimated quantity of known, presumed, or suspected interior and exterior hazardous materials such as asbestos-containing materials (ACM), lead-based paint (LBP) and other lead containing materials (LCM), polychlorinated biphenyls (PCBs), heavy metals (arsenic, cadmium, chromium, copper, lead, mercury, nickel, and zinc), Universal/Regulated waste materials (including mercury), and ozone depleting substances that could potentially be impacted during Project construction. The Firm shall characterize such materials adequately in the bid documents, and specify associated abatement, handling, transport, and disposal requirements, for such construction work to be included in the contractor's lump sum bid item(s).
- B. Applicable Federal, State, and local requirements for proper abatement, handling, transport, and disposal of all hazardous materials.
- C. Environmental investigation of soil and groundwater within the Project area. The investigation shall identify the location, extent, condition, and estimated quantity of known, presumed, or suspected contaminants that need specific handling and disposal methods during Project construction. The Firm shall characterize such soil and groundwater adequately in the bid documents, and specify associated abatement, handling, transport, and disposal requirements, for such construction work to be included in the contractor's lump sum and/or unit price bid item(s).
- D. Construction dewatering.
- E. Required permits, certificates, and approvals during design and construction and the related roles of the Firm, County, City of Long Beach, construction contractor, and other parties.
- F. Disposal system closure in compliance with 6 CRR-NY 750-2.11 Closure requirements for disposal systems.
- G. Lockout, tagout, and de-energization of electrical equipment, panels, fixtures, and other powered items.
- H. Relocation of City of Long Beach storage units, equipment, piping, and other items identified within the Project area to be salvaged.
- I. Identification and verification of existing buried and overhead utilities.
- J. Decommissioning and demolition of all WPCP foundations, above and below ground structures; site and surface features including but not limited to sidewalks, steps,

driveways, roads, pavements, curbs, slabs on grade, parking areas, fuel tanks, toilets, septic tanks, sanitary and storm manholes, cisterns, meter pits, vaults, fences, living and dead trees, shrubs, and other vegetation which are not assets to the property; process and other infrastructure, equipment, systems, and components at the Plant; chemical tanks; Plant outfall pipe; and buried and overhead utilities unless indicated otherwise, to a minimum of four feet below grade, including but not limited to:

- a. Removal of hazardous materials.
- b. Removal of contaminated soil materials.
- c. Removal of chemicals.
- d. Removal of all residual materials (collected grit and screenings, scums, sand bed material, and dried or liquid sludges), as well as filter media, and all other solids from the treatment process.
- e. Demolition, dismantling, removal, collection, hauling, and disposal of all items.
- f. Core drilling holes through and backfilling of foundations and structures to remain and be abandoned in place with crushed stone and free draining backfill material.
- g. Restoration of existing finished grades including 6" topsoil and seeding.
- h. Cutting and capping of utilities entering structures.
- i. Protection of existing structures, site and surface features, and buried and overhead utilities to remain.
- j. Vibration monitoring system to monitor site structures to remain.
- K. Division of responsibility for decommissioning, demolition, and closure activities by the Firm, County, City of Long Beach, construction contractor, and other parties.
- L. Construction staging and sequencing plan for maintenance of transfer pump station operations at all times.
- M. Environmental, health, safety, and security during and after construction.
- N. Concept level plans (half-size).
- O. Site improvements, i.e. fencing, landscaping, etc.

While other documents may be cited for reference, the TDR must be able to stand on its own as the basis for design. The Firm shall submit the report (ten [10] bound copies and in PDF format) in draft form for review by the County. The Firm shall meet with the County to discuss review comments and then revise and resubmit the TDR in final form (ten [10] bound copies and in PDF format). Bookmark PDF format documents consistent with Division B requirements.

## **Division B Services – Detailed Design**

Upon County approval of the TDR, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications, and cost estimates for the Project, consistent with Division A, suitable for public bidding. Refer to Appendix A1 for additional information. It is anticipated that the construction project will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD 2022 or later version. The Firm shall furnish the contract drawings in CAD and PDF format. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County and shall control in the event of any conflict or discrepancies.
2. Submittal of bid plans and master specification book in PDF format; as well as eight (8) bound hard copies of full-size drawings, half-size drawings and spec book.

3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (60% design completion), draft bid (90% design completion), and pre-bid (100% design completion) full size plans and specifications (four [4] sets for each) for County review and approval.
4. Attend review meetings on the average of twice per month to review job progress and to resolve design and other questions. A representative of the Firm shall prepare draft and final minutes of each meeting and after County approval, distribute final minutes to all attendees.
5. Submit three (3) copies of a detailed construction cost estimate with each of the milestone design submissions (at 60%, 90%, and 100% design completion), and for the bid issue documents inclusive of all addenda prior to opening of bids. The cost estimate shall have a bid Schedule of Prices and breakdown by Front End and CSI division and specification section for each cost item in the estimate.
6. Prepare and submit the necessary environmental impact forms.
7. Prepare permit applications, reports, or submittals required by all agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit, certificate, 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 to expeditiously complete this task. Correspondence shall be submitted directly to the agency for review/approval with at least two bound copies to the County, unless otherwise directed. Typical regulatory agencies involved in County Environmental Engineering projects may include but will not be limited to the following:
  - a. New York State Department of Environmental Conservation (NYSDEC)
    1. State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity
    2. Long Island Well Permit
    3. Disposal system closure
  - b. Nassau County agencies – Fire Marshal and Health Department
  - c. Other Local agencies (Cities, Towns, Villages)
8. Submit written responses to all comments from the County, PM-JV, and agencies having jurisdiction.
9. Review the County's Master Project Labor Agreement (negotiated in 2011) and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
10. Make periodic site visits as necessary for a complete understanding of site conditions and operation.

11. Submit bid plans and a master specification book. The Firm shall have the required number of sets of bid documents, and all review submittals including 60%, 90%, and pre-bid documents, printed without the assistance of the County.
12. Review and respond in writing to all comments and questions posed by prospective bidders.
13. Prepare all necessary addenda to the contract documents.
14. Review all bid proposals received, perform a cost analysis of all bids received to one another and to the Firm's final construction cost estimate, and provide a written recommendation regarding award of the construction contract within thirty (30) days of the bid opening.
15. If requested, the Firm will provide signed and sealed copies of any and all design calculations.

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

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

PDF format documents shall be bookmarked for ease of navigation. Drawings shall be bookmarked by design discipline with nested drawing bookmarks, and specifications shall be bookmarked by Front End section and CSI divisions with nested section bookmarks.

16. PSEG Long Island Commercial Efficiency Program (not used)

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

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

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper (bound), CAD, and PDF format, and conformed master specification book in paper (bound) and PDF format. Bookmark PDF format documents consistent with Division B requirements.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop, and erection drawings.

4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material, and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in all fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.
  - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions, and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide electronic copies of the as-built drawings in CAD and PDF format.
16. Accompany NYSDEC on final site inspection of disposal system closure.

**Division D- Facility Operation and Maintenance Manual (not used)**

**Division E- Facility Start-Up, Staffing and Training Services (not used)**

**Project Schedule**

Contract milestones are as follows:

Milestone #1: Technical Design Report	3 months from NTP
Milestone #2: 60% Design Submittal	5 months from NTP
Milestone #3: 90% Design Submittal	8 months from NTP
Milestone #4: 100% Design Submittal	10 months from NTP

## EXHIBIT B

### PAYMENT SCHEDULE

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

**Technical Design Report (Division A) - Lump Sum fee: \$195,000 (1)**

**Detailed Design (Division B) & Construction Related Services (Division C)** - For the remainder of the design and construction phases (Sections B and C), the Firm will receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete Division B through C as outlined in the appropriate sections of Exhibit A. The design percentage fee for the construction contract will be determined by a straight-line interpolation between the limits of the construction cost delineated as follows:

<u>NET CONSTRUCTION COST</u>	<u>FEE PERCENTAGE</u>	<u>TOTAL FEE</u>
\$12,000,000 and above	4.25%	\$510,000
\$11,000,000	4.25%	\$467,500
<b>\$10,000,000</b>	<b>4.25%</b>	<b>\$425,000 (2)</b>
\$9,000,000	4.72%	\$425,000
\$8,000,000 and below	5.31%	\$425,000
<b>TOTAL COST PROPOSAL (1)+(2):</b>		<b>\$620,000</b>

Multiplier for Additional Services (not to exceed 2.75): 2.75

An initial estimated construction cost of **Ten Million dollars (\$10,000,000)** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

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

For the remainder of the design and construction phases, including the construction administration phase (Sections B and C), the Firm will receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses,



payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
<b>Detailed Design</b>	<b>60%</b>
<b>General Inspection Services</b>	<b>40%</b>

**Partial Payments** - The Firm's fee for services will be paid in monthly installments. The amount of each partial monthly payment will be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner. The portion of Firm's work completed during the General Inspection Services phase shall not exceed the construction contractor's project schedule percent complete as indicated on the approved monthly CPM schedule update.

**Overtime** - Payment vouchers which include overtime will not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period will be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

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

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

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

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

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

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

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

For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount not to exceed two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the Firm's personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm will be compensated for such services performed by principals while engaging in a technical capacity in the Project, based on the principal's hourly rate, times a multiplier not to exceed two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **two hundred twenty-five dollars (\$225)** per hour.

**EXHIBIT C****ASSUMPTIONS AND CLARIFICATIONS****1. Hazardous Material Assessment Laboratory Sampling**

<u>Asbestos</u>	<u>Estimated Quantity</u>
PLM Bulk Sample	100
PLM NOB Bulk Sample	150
TEM NOB Bulk Sample	140
SOF-V Analysis	10

<u>Lead an PCB</u>	<u>Estimated Quantity</u>
Lead Wipes	10
Lead TCLP	10
PCB	20
Principal (BG)	2

<u>Soil &amp; Groundwater</u>	<u>Estimated Quantity</u>
EPA 8280 VOCs	10
EPA 8270 SVOCs (Soil)	
EPA 8280 VOCs	10
EPA 8270 SVOCs (Water)	
Sediment/Sludge Analysis	5

All hazardous material investigation, soil and groundwater sampling cost are included in the TDR.

**2. Estimated Construction Duration: 18 Month**

Appendix EEEqual Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit

such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Contract Appendix L  
Certificate of Compliance

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

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

MICHAEL J. HULTS, P.B. (Name)  
177 CROSSWAYS PARK DR, WOODBURY 11797 (Address)  
516-224-5269 (Telephone Number)

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

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

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

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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.

 11/6/23  
Dated  
Signature of Chief Executive Officer

MICHAEL J. HULTS, P.E.  
Name of Chief Executive Officer

Sworn to before me this

06 day of November, 2023

  
Notary Public :

JILL ANN WITCOSKI  
Notary Public, State of New York  
Qualified in Nassau County  
Reg. No. 01WI6357883  
My Commission Expires May 1, 2025



## Nassau County Interim Finance Authority

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

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

**2. Amount requiring NIFA approval: \$0.00**

**Amount to be encumbered: \$806,000.00**

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 Five (5) years with option to extend up two (2) years**

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 %	90	
State %	10	
County %	0	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

This is a contract to provide final design to decommission, demolish and restore existing grades while maintaining continuous operation of the transfer station at the existing Long Beach WPCP. Upon Project completion the Long Beach transfer pump station will remain, and its ownership will be by Nassau County. The contract includes providing specifications, detailed design, construction schedule and preliminary construction cost estimate, and hazardous material survey to assess harmful contaminants within the project area.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

CNOLAN

02/23/2024

**Authenticated User**

**Date**

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## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: Cameron Engineering & Associates, LLC

Vendor's Address: 177 Crossways Park Drive Woodbury NY US 11797

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form: 10/11/2023 02:18:49 pm

Lobbyist Registration and Disclosure Form: 10/11/2023 02:30:52 pm

Business History Form certified: 10/27/2023 11:24:27 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/27/2023 11:12:03 am

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Richard J. Zapolski, Jr., PE [RZAPOLSKI@CAMERONENGINEERING.COM]
Date Certified	10/25/2023 10:05:24 am

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Principal Name	Stephen Hadjiyane, PE, BCEE [SHADJIYANE@CAMERONENGINEERING.COM]
Date Certified	10/23/2023 05:40:38 pm

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Principal Name	Michael J. Hults, PE, LEED AP [MHULTS@CAMERONENGINEERING.COM]
Date Certified	10/24/2023 04:42:00 pm

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Principal Name	John D. Cameron, Jr., PE [JDC@CAMERONENGINEERING.COM]
Date Certified	10/11/2023 02:22:31 pm

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Principal Name	Joseph R. Amato, PE, LEED AP [JRA@CAMERONENGINEERING.COM]
Date Certified	10/10/2023 11:46:03 am

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Principal Name	Nicholas A. Kumbatovic, PE, LEED AP [NKUMBATOVIC@CAMERONENGINEERING.COM]
Date Certified	10/25/2023 02:33:28 pm

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

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

### CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT

BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.”

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

*Name*

Senior Partner

*Title*

Cameron Engineering & Associates, LLC

*Name of Submitting Entity*

10/27/2023 11:25:31 am

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

1 File(s) uploaded: 2023.10.11\_Cameron\_Political Contributions.pdf

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

Dated: 10/11/2023 02:18:49 pm

Vendor: Cameron Engineering & Associates, LLP

Title: Managing Partner

Political Campaign Contribution Disclosure Form

October 11, 2023

**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?**

- John D. Cameron, Jr., PE, provided the following political campaign contributions:
  1. [REDACTED]
  2. [REDACTED]
  3. [REDACTED]
- Joseph Amato, PE, provided the following political campaign contributions:
  1. [REDACTED]
- The vendor provided the following political campaign contributions:
  1. [REDACTED]



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: John D. Cameron, Jr., PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: (516) 827-4900

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

List of other addresses and telephone numbers attached

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

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

Type Other  
Description Managing Partner  
Start Date 01/07/1985

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

John D. Cameron, Jr., PE owns [REDACTED] of Cameron Engineering & Associates, LLP. The firm Cameron Engineering, Planners and Landscape Architects, PC owns [REDACTED] of the firm Cameron Engineering & Associates, LLP. John D. Cameron, Jr., PE owns [REDACTED] of the firm Cameron Engineering, Planners and Landscape Architects, PC.

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.

Cameron Engineering & Associates of New York, PLLC - Owner  
Cameron Engineering, Planning and Landscape Architecture, P.C. - Owner  
Long Island Regional Planning Council, Chairman  
East End Recycling & Compositing Co., L.P.- Partner  
Omni East End, Inc. - President  
Bayfront Development Group, LLC - Officer  
NOTE: Previous Ownership in Atlantic Beach Land Co ended in June 2015

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.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ 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.

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- 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.

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- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

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

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

**CERTIFICATION**

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

Cameron Engineering & Associates, LLP

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Name of submitting business

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

John D. Cameron, Jr., PE JDC@CAMERONENGINEERING.COM

---

Managing Partner

---

Title

10/11/2023 02:22:31 pm

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Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Michael J. Hults  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11757  
Country: US  
Telephone: 516-224-5269  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2017</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

**CERTIFICATION**

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

Cameron Engineering & Associates, LLP

Name of submitting business

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

Partner

Title

10/24/2023 04:42:00 pm

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Nicholas A. Kumbatovic  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-224-5267  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>12/01/2008</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

**CERTIFICATION**

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

Cameron Engineering & Associates,LLP

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Name of submitting business

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

Nicholas A. Kumbatovic, PE, LEED AP NKUMBATOVIC@CAMERONENGINEERING.COM

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Partner

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Title

10/25/2023 02:33:28 pm

---

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Joseph R. Amato, PE, LEED AP  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: (516) 827-4900  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: US  
Telephone: 6314330629

List of other addresses and telephone numbers attached

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

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

Type Other  
Description Partner 1997 - 2008  
Senior Partner 2008-Present  
Start Date 06/24/1991

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

YES ☒ NO ☐ If Yes, provide details.

Share of Ownership

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

YES ☐ NO ☒ 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.

Cameron Engineering & Associates of New York,. PLLC - Owner  
Cameron Engineering, Planning and Landscape Architecture, P.C. - Officer  
IMEG Consultants Corp - Executive Principal

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.

CUCF-CUNY A/E and Misc Consultant Services for Plumbing/Fire Protection Engineering Services  
CUCF-CUNY A/E and Misc Consultant Services for Mechanical/HVAC Engineering Services  
CUCF-CUNY A/E and Misc Consultant Services for Electrical Engineering Services  
New York City Housing Authority

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

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

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

**CERTIFICATION**

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CAMERON ENGINEERING & ASSOCIATES, LLP

---

Name of submitting business

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

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

---

Senior Partner

---

Title

10/10/2023 11:46:03 am

---

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Richard J. Zapolski, Jr., PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 516-224-5290  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>04/26/2021</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

Cameron Engineering & Associates, LLP

---

Name of submitting business

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

---

Partner

Title

---

10/25/2023 10:05:24 am

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Stephen Hadjiyane, PE, BCEE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 177 Crossways Park Drive  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 5162245201  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2022</u>
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

**CERTIFICATION**

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Cameron Engineering & Associates, LLP

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Name of submitting business

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

---

Partner

Title

---

10/23/2023 05:40:38 pm

Date

### Business History Form

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

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

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

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

Date: 10/27/2023

1) Proposer's Legal Name: Cameron Engineering & Associates, LLP

2) Address of Place of Business: 177 Crossways Park Drive

City: Woodbury State/Province/  
Territory: NY Zip/Postal  
Code: 11797

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/  
Territory: \_\_\_\_\_ Zip/Postal  
Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

--

4) Dun and Bradstreet number:                     

5) Federal I.D. Number:                     

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

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

YES [ ] NO [X] 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:

Cameron Engineering & Associates, LLP merged with IMEG Consultant Corp on March 31, 2023.

- 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.

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

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

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

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

YES ☒ NO ☐

Is the proposer an individual?

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

- i) Date of formation;

07/25/1997

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

1 File(s) uploaded: BHF\_A.ii\_Ownership Information\_Financial Interest\_2023.10.05.pdf

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

1 File(s) uploaded: BHF\_A.iii\_List of officers and directors\_2023.10.27.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

105

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

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

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

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

- B. Indicate number of years in business.
- |    |
|----|
| 38 |
|----|
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- |  |
|--|
| Cameron Engineering has been successfully working with Nassau County for 38 years. |
|--|
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Town of Oyster Bay		
Contact Person	Richard Lenz, PE - Commissioner DPW		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 677-5935		
Fax #			
E-Mail Address	rlenz@oysterbay-ny.gov		

Company	Suffolk County Dept. of Public Works		
Contact Person	Michael Monaghan - Chief Engineer		
Address	335 Yaphank Ave		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4225		
Fax #			
E-Mail Address	Michael.Monaghan@suffolkcountyny.gov		

Company	Village of Island Park		
Contact Person	Michael McGinty - Mayor		
Address	127 Long Beach Road		
City	Island Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 431-0600		
Fax #			
E-Mail Address	mmcginty@villageofislandpark.com		

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

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

#### **CERTIFICATION**

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Name of submitting business: Cameron Engineering & Associates, LLP

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

Senior Partner

Title

10/27/2023 11:24:27 am

Date



Date: October 5, 2023

## **BUSINESS HISTORY FORM**

### **A.ii**

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

#### **Cameron Engineering & Associates, LLP**

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

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

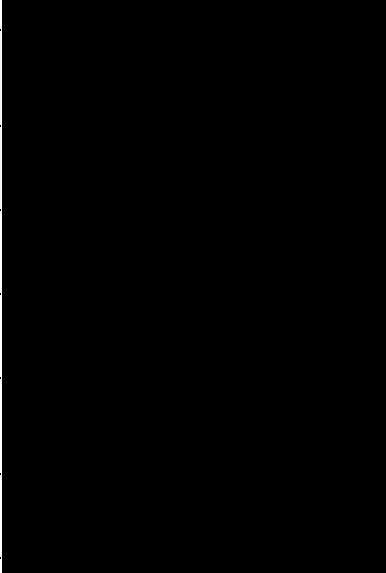
Date: October 27, 2023

**BUSINESS HISTORY FORM**

**A.iii**

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

**Cameron Engineering & Associates, LLP**

1	John D. Cameron, Jr., P.E.		Managing Partner
2	Joseph R. Amato, P.E., LEED AP		Senior Partner
3	Michael J. Hults, PE, LEED AP		Partner
4	Richard J. Zapolski, Jr., PE		Partner
5	Nicholas A. Kumbatovic, PE, LEED AP		Partner
6	Stephen Hadjiyane, PE, BCEE		Partner

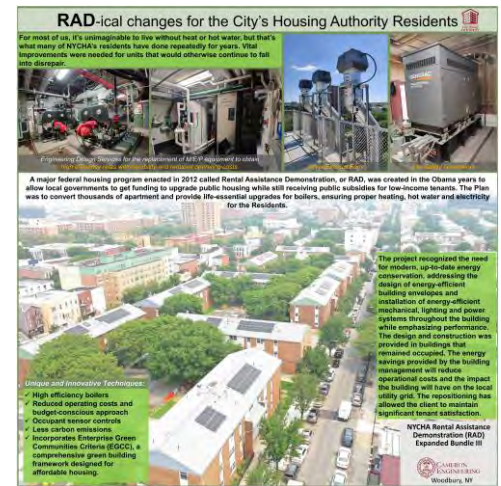
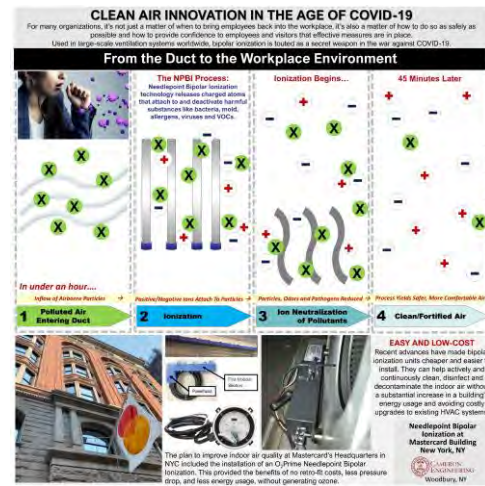
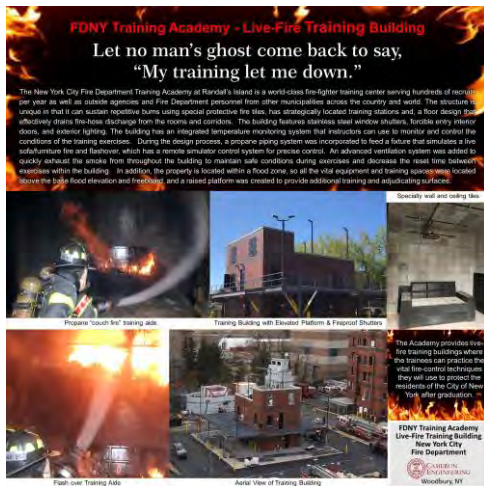
# ENGINEERING EXCELLENCE AWARDS



**11 Park Drive**  
2023 ACEC NY Engineering Excellence  
**Silver**

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

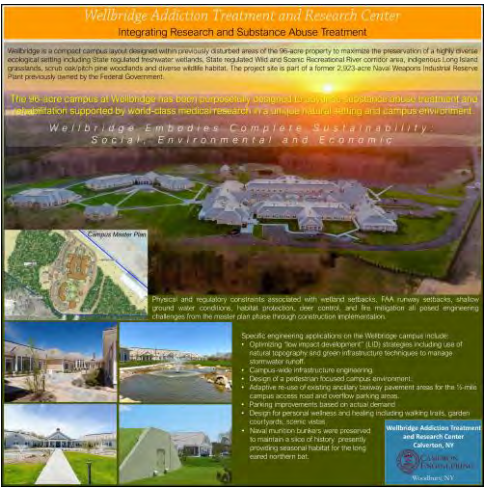
**Sisters of St. Joseph - Innovative/Alternative Wastewater Treatment Systems**  
2023 ACEC NY Engineering Excellence  
**Silver**



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

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

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



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

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

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





GENERAL INFO		ENFORCEMENT ACTIONS
Address	177 CROSSWAYS PARK DRIVE WOODBURY NY 117972016	
Business Entity (4)	Professional Service Limited Liability Partnership	
Partnership ID	040854	
Board Approval Date	July 25, 1997	
Status	CURRENT	
Partners:		
License Number	Name	
<a href="#">056484</a>	AMATO JOSEPH R	
<a href="#">056898</a>	CAMERON JOHN D JR	



January 10, 2024 05:52 PM (ET)

<https://www.op.nysed.gov/verification-search?pscNumber=040854&professionCode=016>

COUNTY OF NASSAU

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

1. Name of the Entity: Cameron Engineering & Associates, LLP

Address: 177 Crossways Park Drive

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

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

3. Type of Business: Partnership (specify)

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

1 File(s) uploaded: Q4\_CCV\_2023.10.27.pdf

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

If none, explain.

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

1 File(s) uploaded: Q5\_CCV\_2023.10.27.pdf

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

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

1 File(s) uploaded: Q6\_CCV\_2023.10.10.pdf

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

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

None. There are NO lobbyists utilized.

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

None. There are NO lobbyists utilized.

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

None. There are NO lobbyists utilized.

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

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

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

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

Dated: 10/27/2023 11:12:03 am

Title: Senior Partner

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

October 27, 2023

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

### Question 4:

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

<b>John D. Cameron, Jr., PE – Managing Partner</b>		<b>Partner and Owner</b>
<b>Joseph R. Amato, PE, LEED AP – Senior Partner</b>		<b>Partner and Owner</b>
Michael J. Hults, PE, LEED AP		Partner
Nicholas A. Kumbatovic, PE, LEED AP		Partner
Richard J. Zapolski, Jr., PE		Partner
Stephen Hadjiyane, PE, BCEE		Partner



October 27, 2023

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

### Question 5:

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

John D. Cameron, Jr., PE Managing Partner
Joseph R. Amato, PE, LEED AP Senior Partner
Cameron Engineering, Planning and Landscape Architecture, P.C.
Michael J. Hults, PE, LEED AP
Nicholas A. Kumbatovic, PE, LEED AP
Richard J. Zapolski, Jr., PE
Stephen Hadjiyane, PE, BCEE



October 10, 2023

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2025

1/31/2024

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C. No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Insurance Corporation <b>INSURER B:</b> Liberty Mutual Fire Insurance Company <b>INSURER C:</b> Travelers Property Casualty Company of America <b>INSURER D:</b> The Continental Casualty Company <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 42404 23035 25674 20443
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N		2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N		2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N		2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL LIAB. / CONTR. POLL LIAB.</b>	N	N		2/1/2024	2/1/2025	EACH CLAIM \$10,000,000 AGGREGATE \$10,000,000

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

RE: LONG BEACH WPCP DECOMMISSIONING AND DEMOLITION PROJECT / CONTRACT NUMBER S35109-06C. NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVE.,  
WESTBURY, NY 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

*Joseph M. Agnello*

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ACORD

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

**TO:** Office of the County Executive  
Att: Arthur T. Walsh, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 10, 2023

**SUBJECT:** Proposed Personal Service Agreement with Cameron Engineering  
Recommendation of Firm for Final Design Services  
Long Beach WPCP Decommissioning and Demolition  
Project ID No. S35109-06C

This Department proposes to enter into a personal services agreement with the firm Cameron Engineering to provide Final Design services for the Long Beach WPCP Decommissioning and Demolition project.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposals (RFP) dated May 12, 2023, and due June 30, 2023. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website **eProcure**, advertised in *Newsday*, and the **Contract Reporter**.

The scope of the work includes but is not limited to the following:

- The preparation of a Technical Design Report (TDR) and Final Design Engineering services for the design and construction of the Decommissioning and Demolition of the Long Beach WPCP. This report would include the following:
  - Description of existing conditions and associated problems.
  - Discussion of possible solutions to problems and recommended solutions
  - A list of anticipated drawings and specification sections.
  - Detailed design and construction schedule and preliminary construction cost estimate.
  - Hazardous material survey to assess harmful contaminants within the project area.

Technical and cost proposals were received from three (3) firms on June 30, 2023, in response to this RFP. The proposals were evaluated by both registered professional engineers and other personnel within the Department of Public Works: Vincent Falkowski, Deputy Commissioner of Environmental Programs, Christopher Vella, Project Manager II, Gerard Ennis, Environmental Specialist III, Karen Fay, Sanitary Engineer III.

After tabulating the combined technical scores and establishing ranking order as per the below table, it was determined that Cameron and LiRo were ranked as the two (2) most qualified firms. These firms received the highest ranking because they proposed the most competent team, the best staffing schedule, and have proven experience managing similar projects. Savin Engineers while technically competent were ranked significantly lower than both Cameron and LiRo due to Savin not having the same level of experience for this type of work as both Cameron and LiRo.

The cost proposals for the top two technically ranked firms were then opened and recorded.

The lowest ranking firm (Savin) cost was not considered due to their significantly lower technical scoring.



Office of the County Executive  
Att: Arthur T. Walsh, Chief Deputy County Executive  
October 10, 2023  
Page 2

**SUBJECT:** Proposed Personal Service Agreement with Cameron Engineering  
Recommendation of Firm for Final Design Services  
Long Beach WPCP Decommissioning and Demolition  
Project ID No. S35109-06C

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

FIRM(S)	RANK	TECHNICAL SCORE	PROPOSED COST	PROPOSED COST w/ 30% CONTINGENCY	Dollar/Point Value
Cameron	1	89.00	\$620,000.00	\$806,000.00	\$1,741.57
LiRo	2	86.50	\$732,000.00	\$951,600.00	\$2,115.60
Savin	3	75.25	NA	NA	NA

Cameron had the lowest Proposed Cost, being \$112,000 (\$145,600 with contingency) less than LiRo, and the lowest Cost per Point value.

In our professional judgement, the proposal submitted by Cameron receiving a highest technical ranking and lowest proposed cost provided the best value to Nassau County. Cameron has similar experience for this project having previously decommissioned the Cedarhurst and Lawrence sewage treatment plants. Their proposed personnel have vast experience with wastewater and have done similar decommissioning projects. Cameron has familiarity with Long Beach having previously done work at various sites there. As such, it is the department's recommendation that Cameron be retained to provide Final Design Services for the Long Beach WPCP Decommissioning and Demolition project.

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

Funding for these Design services is available under Capital Project No. S35109. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

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

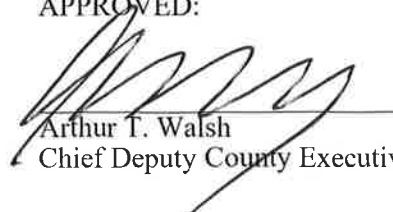


Kenneth G. Arnold  
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner  
Christopher Vella, Project Manager II  
Karen Fay, Sanitary Engineer III  
Gerard Ennis, Environmental Specialist III  
Eric Mills, PMJV  
Maryanne Dioquino, PMJV

APPROVED:



10/29/23  
Date  
Arthur T. Walsh  
Chief Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Date  
Arthur T. Walsh  
Chief Deputy County Executive

## REQUEST TO INITIATE

RTI Number 23-0011

## 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: S35109-06C Long Beach WPCP Decommissioning DesignDepartment: Public Works Project Manager: Chris Vella Date: January 19, 2023Service Requested: Design Services for the decommissioning of the Long Beach WPCPJustification: As part of the Inter Municipal Agreement with the City of Long Beach, the County will be executing the decommissioning and restoration of the portions of the Long Beach WPCP that will no longer be in use after completion of the Long Beach Consolidation Project. Design services are required to produce the bid documents and provide services through construction.Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$705,000  
Circle appropriate phaseTotal Project Cost: \$10,400,000  
Includes, design, construction, and CMDate Start Work: Dec. 2023 (design)  
Phase being requestedDuration: 5 years (design, procurement, const.)  
Phase being requestedCapital Funding Approval: YES ☐ NO ☒ Roseann Delleva 1/19/23  
SIGNATURE DATEFunding Allocation (Capital Project):  
See Attached Sheet if multiyear ☐

NIFS Entered: SIGNATURE DATE

AIM Entered: M. Allen 2/15/23  
SIGNATURE DATEFunding Code: 35109-006  
use this on all encumbrancesTimesheet Code: 23-0011  
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 ☐ Chris Vella  
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ [Signature]  
SIGNATURE

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

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

DCE/Ops Approval:  
Version January 2014

YES NO

Signature

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

**TO:** Christopher Vella, Project Manager II

**FROM:** Office of the Commissioner

**DATE:** January 31, 2023

**SUBJECT:** CSEA Sub-Contracting Approval  
**C23-0011 Contract Number: S35109-06C**  
*Requirements Contract*  
*Long Beach WPCP Decommissioning*

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 **C23-0011**.

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

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner  
Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner



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

C23-0011

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

**FROM:** Department of Public Works Water/Wastewater Engineering Unit

**DATE:** January 19, 2023

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Requirements Contract  
Proposed Contract No: S35109-06C

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

1. DPW plans to recommend a contract/agreement for the following services: design services for the Long Beach WPCP Decommissioning.
2. The work involves the following: design services for the demolition and restoration of the Long Beach WPCP that will be defunct upon completion of the Long Beach Consolidation Project.
3. An estimate of the cost is: \$700,000.00
4. An estimate of the duration is: Five (5) years.

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

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:VF:rp

c: Jose Lopez, Director, Office of Labor Relations  
Seth Blau, Deputy Director, Office of Labor Relations  
Vincent Falkowski, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Christopher Vella, Project Manager II  
Anna Walsh, PMJV  
Eric Mills, PMJV  
Maryanne Dioquino, PMJV  
Elizabeth Cotton, Special Assistant, Office of Labor Relations





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

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

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

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


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

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

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

Name and Title of Authorized Representative

m/d/yy



Signature

10/24/2023

Date

Cameron Engineering & Associates, LLP

Name of Organization

177 Crossways Park Drive, Woodbury, NY 11797

Address of Organization

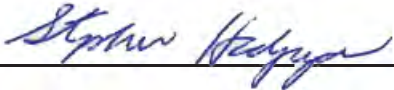
### Instructions for Certification

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 UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	Cameron Engineering, an IMEG company
Address (street/city/state/zip code):	177 Crossways Park Drive, Woodbury, NY 11797
Authorized Representative (name/title):	Stephen Hadjiyane, PE, BCEE, Associate Principal
Authorized Signature:	
Contract Number:	PW-S35109-06C
Contract/Project Name:	Long Beach WPCP Decommissioning and Demolition Project
Contract/Project Description:	Final Design Engineering Services for the Long Beach WPCP Decommissioning and Demolition Project

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$620,000		
Total MBE Dollar Amount	\$9,920	MBE Contract Percentage	1.6%
Total WBE Dollar Amount	\$54,000	WBE Contract Percentage	8.7%
Total Combined M/WBE Dollar Amount	\$63,920	Combined M/WBE Contract Percentage	10.3%

**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 Date
Name: Accu-Scan GPR Corp. Address: 74-03 71st Avenue City: Middle Village State/Zip Code: NY 11379 Authorized Representative: Brian Thomsen Telephone No. 718-569-8557	Ground Penetrating Radar Services	Amount (\$): \$9,920 <hr/> Award Date: <hr/>	Start Date: TBD <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/>
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: Land Air Water Environmental, Inc. Address: 32 Chichester Ave City: Center Moriches State/Zip Code: NY / 11934 Authorized Representative: Christine Lamprecht Telephone No. (631) 874-2112	Soil Borings	Amount (\$): 6,000 <hr/> Award Date: <hr/>	Start Date: TBD <hr/> Completion Date: <hr/>
Name: NASCO Construction Services Inc Address: 200 Business Park Drive Suite 302 City: Armonk State/Zip Code: NY / 10504 Authorized Representative: Edward Hiney Telephone No. 917-765-0984	Cost estimating services	Amount (\$): 48,000 <hr/> Award Date: <hr/>	Start Date: TBD <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/>