Certified: --

E-25-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:32PM

NIFS ID: CLPW26000008

Capital: **X**

Contract ID #: **CFPW21000010**

NIFS Entry Date: **01/16/2026**

DPW Contract Number: **B90406-01DH**

Department: Public Works

Service: **On-Call Building Design Amendment #1 B90406-01DH**

Term: **The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be October 8, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Contract Delayed: **X**

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

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

Vendor/Municipality Info:	
Name: **H2MArchitectsEngineersGeologyLandSurveying&Landsc** DBA: **H2M architects + engineers**	ID#:**112235604**
Main Address: **538 Broad Hollow Road, 4th Floor East Melville, NY 11747**	
Main Contact: **Jamie Pizzardi**	
Main Phone: **(631) 756-8000**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **vyeung@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

Procurement History: RFP was issued on 7/2/2019 and posted in Newsday, NYS Contract Reporter, and on the County procurement website. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including H2M architects + engineers, were selected. The original agreement was extended by letter until October 8, 2025. This amendment is seeking to retroactively extended the term for one year until October 8, 2026, and provide for an optional one-year extension.

Description of General Provisions: H2M architects + engineers, will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

Impact on Funding / Price Analysis: No change to the contract maximum. Amendment is for a one-year extension of time with an option to renew for one additional year. Project 90406.

Change in Contract from Prior Procurement: Extension of Time.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 10/08/2021

Original procurement method: Request for Proposals

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
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	107
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/21/2026 07:40AM	Approved
NIFS Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
Final Approval	Christopher Yansick	01/23/2026 07:55AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/23/2026 08:36AM	Approved
Approval as to Form	Julie Silverstein	01/26/2026 04:21PM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:42PM	Approved
Final Approval	Mary Nori	02/02/2026 02:42PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/23/2026 09:21AM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:56PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:56PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 02:45PM	Approved
DCE Compliance Approval	Robert Cleary	02/06/2026 12:53PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:35PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:25PM	Approved

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

RULES RESOLUTION NO. – 2026

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC, to provide expertise in emergency design construction situations, 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 amendment to the agreement with H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, DPC.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii)) H2M Architects + Engineers, (H2M) having an office at 1200 Veterans Memorial Highway, Hauppauge, NY 11788 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90406-01DH between the County and the Firm, executed on behalf of the County on October 8, 2021 (the "Original Agreement"), the Firm performs architectural/engineering services for the County in connection with design, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Dollars ($1,000,000.00); and

WHEREAS, the Commissioner extended the Original term by letter to October 8, 2025; and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; and

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

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

Amended Term. The Current Term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment, shall be October 8, 2026 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Amended Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects, where the Services

are required to complete the projects. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
d shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.
shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

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

2. Compliance with Law.

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

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

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

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

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating

Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

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

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

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

H2M ARCHITECTS + ENGINEERS

By: _____
Name: ERIC MAISCH
Title: VICE PRESIDENT
Date: 1/8/26

COUNTY OF NASSAU

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 8 day of January in the year 2026 before me personally came Eric Maisch to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] the VP of A2M architects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

YVONNE MALDONADO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6322351
Qualified in Nassau County
Commission Expires March 30, 2027

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

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

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

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

1. Vendor: H2MArchitectsEngineersGeologyLandSurveying&Landsc

2. Amount requiring NIFA approval: $0.00

Amount to be encumbered: $0.01

Slip Type: Amendment

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

3. Contract Term: to The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be October 8, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.

Has work or services on this contract commenced? Yes

If yes, please explain: Work authorized prior to expiration is ongoing.

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

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

Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

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

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

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN 01/30/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

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, Richard W. Humann, P.E. 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: H2M architects + engineers

Vendor's Address: 538 Broad Hollow Road, 4th Floor East Melville NY US 11747

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 11/18/2025 09:58:35 am

Lobbyist Registration and Disclosure Form: 11/18/2025 09:59:07 am

Business History Form certified: 11/18/2025 10:06:18 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 11/18/2025 10:14:43 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]
Date Certified	11/18/2025 09:17:47 am

Principal Name	Richard W. Humann, P.E. [RHUMANN@H2M.COM]
Date Certified	11/18/2025 10:00:14 am

Principal Name	Jamie Pizzardi, CPA [JPIZZARDI@H2M.COM]
Date Certified	11/18/2025 09:29:30 am

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

I 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."

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

Name

President & CEO

Title

H2M architects + engineers

Name of Submitting Entity

11/18/2025 10:17:49 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 [X] NO [ ] If yes, to what campaign committee?

Please see attached

1 File(s) uploaded: Attachment to Political Campaign Contribution Disclosure Form 2025.pdf

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

Dated: 11/18/2025 09:58:35 am

Vendor: H2M architects + engineers

Title: President & CEO

Attachment to Political Campaign Contribution Disclosure Form

[redacted]

Business History Form

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

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

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

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

Date: 08/21/2025

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

2) Address of Place of Business: 538 Broad Hollow Rd, 4th Floor East

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

Country: US

Address: 100 S Ashley Drive, Ste 600

City: Tampa State/Province/Territory: FL Zip/Postal Code: 33602

Country: US

Start Date: End Date:

Address: 119 Cherry Hill Road, Suite 110

City: Parsippany State/Province/Territory: NJ Zip/Postal Code: 07054

Country:

Start Date: End Date:

Address: 1250 NJ-23

City: Butler State/Province/Territory: NJ Zip/Postal Code: 07405

Country: US

Start Date: End Date:

Address: 2 Executive Boulevard, Suite 401

City: Suffern State/Province/Territory: NY Zip/Postal Code: 10901

Country:

Start Date: End Date:

Address: 2054 Vista Parkway, Ste 421

City: West Palm Beach State/Province/Territory: FL Zip/Postal Code: 33411

Country: US

Start Date: End Date:

Address: 2054 Vista Parkway. Suite 421

City: West Palm Beach State/Province/Territory: FL Zip/Postal Code: 33411

Country: US

Start Date: End Date:

Address: 230 West 38th Street, 14th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10018

Country: US

Start Date: End Date:

Address: 2700 Westchester Avenue, Suite 415

City: Purchase State/Province/Territory: NY Zip/Postal Code: 10577

Country:

Start Date: End Date:

Address: 301 Grant Street, Suite 270

City: Pittsburgh State/Province/Territory: PA Zip/Postal Code: 15219

Country: US

Start Date: End Date:

Address: 333 SE 2nd Avenue, Ste 2000

City: Miami State/Province/Territory: FL Zip/Postal Code: 33131
Country: US
Start Date: End Date:

Address: 360 Bloomfield Avenue, Suite 406
City: Windsor State/Province/Territory: CT Zip/Postal Code: 06095
Country: US
Start Date: End Date:

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

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

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

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

Address: 951 Yamato Road, Suite 202
City: Boca Raton State/Province/ FL Zip/Postal 33431

Territory: Code:

Country: US

Start Date: End Date:

3) Mailing Address (if different):

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

Country:

Phone:

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:

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

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

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or

investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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

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

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

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

i) Date of formation;

01/01/1933

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

3 File(s) uploaded: Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf

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

3 File(s) uploaded: Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf, Responses (Shareholders) 11.18.25.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

583

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see attached.

1 File(s) uploaded: Responses to Business History 11.18.25.pdf

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

2 File(s) uploaded: Responses to Business History 11.18.25.pdf, Responses to Business History 11.18.25.pdf

B. Indicate number of years in business.

92

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

Not applicable.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

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

Company	Town of Huntington		
Contact Person	Ed Parrish, P.E., Town Civil Engineer		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY

Country	US
Telephone	(631) 351-3206
Fax #	(631) 351-3212
E-Mail Address	eparrish@huntingtonny.gov

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

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

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

CERTIFICATION

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

Name of submitting business: H2M architects + engineers

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

President & CEO
Title

11/18/2025 10:06:18 am
Date

RESPONSES TO BUSINESS HISTORY FORM

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

Questions Aii and Aiii

OFFICERS AND SHAREHOLDERS

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman, Chief Executive Officer, President
Joseph M. Mottola, AIA	[redacted]	Chief Operating Officer, Executive Vice President, Secretary
Jamie Pizzardi, CPA	[redacted]	Chief Financial Officer, Treasurer, Senior Vice President
Philip J. Schade, P.E.	[redacted]	Chief Market Director, Executive Vice President
Charles A. Martello, P.E.	[redacted]	Principal Office Director Executive Vice President
Elizabeth C. Uzzo	[redacted]	Executive Vice President
Michael W. Keffer, P.E.	[redacted]	Senior Vice President, Assistant Secretary
Saverio J. Belfiore, AIA	[redacted]	Senior Vice President
John R. Collins, P.E.	[redacted]	Senior Vice President
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President
Michael N. Gentils	[redacted]	Senior Vice President
Ernest V. Iannucci, P.E.	[redacted]	Senior Vice President
Paul R. Lageraaen, P.E.	[redacted]	Senior Vice President
Ronald B. Lanner, R.A.	[redacted]	Senior Vice President
Joseph A. Manzella, P.E.	[redacted]	Senior Vice President
James L. Neri, P.E.	[redacted]	Senior Vice President
David J. Pacheco, AIA	[redacted]	Senior Vice President
Guy Y. Page, R.A.	[redacted]	Senior Vice President
Kevin M. Paul, AIA	[redacted]	Senior Vice President
James Roberts, P.E.	[redacted]	Senior Vice President
William Rockensies, P.E.	[redacted]	Senior Vice President
William Rospars, Esq.	[redacted]	Senior Vice President
Christopher Weiss, P.E.	[redacted]	Senior Vice President
Alison K. Auriemmo, P.E.	[redacted]	Vice President
Mauro M. Bacolo, P.E.	[redacted]	Vice President
Robert F. Bee, R.A.	[redacted]	Vice President
Nicholas F. Bono, P.E.	[redacted]	Vice President
Patrick K. Cole, P.E.	[redacted]	Vice President
Alan P. Hilla, P.E.	[redacted]	Vice President
Alexander Hochhausl, P.E.	[redacted]	Vice President
Robert E. Ikes, III, R.A.	[redacted]	Vice President
Michael W. Lantier, P.E.	[redacted]	Vice President
Gregory J. Levasseur, P.E.	[redacted]	Vice President
Eric W. Maisch, R.A.	[redacted]	Vice President
Debra L. Mattina	[redacted]	Vice President
Kevin M. Medler, R.A.	[redacted]	Vice President
Matthew R. Mohlin, P.E.	[redacted]	Vice President
James J. Moran, P.E.	[redacted]	Vice President
Michele A. Pincus, Esq.	[redacted]	Vice President
James Powers, AIA	[redacted]	Vice President
R. Joel Richardson, P.E.	[redacted]	Vice President
Sharon Norton Remmer	[redacted]	Vice President
Jason Smith, R.A.	[redacted]	Vice President
Kevin M. Taylor, P.E.	[redacted]	Vice President
Joseph Todaro, P.E.	[redacted]	Vice President
Richard Wiedersum, AIA	[redacted]	Vice President

Board of Directors in bold

NAME	ADDRESS	TITLE
Gregory M. Cellamare, P.E.	[redacted]	Assistant Vice President
Anne Davis		Assistant Vice President
William Delnero, P.E.		Assistant Vice President
Arthur M. Eschete, Jr.		Assistant Vice President
Kenneth R. Gehringer, AIA		Assistant Vice President
Pasquale Iannone, Sr., P.L.S		Assistant Vice President
Kenneth Keltai, R.L.A.		Assistant Vice President
Anthony W. Kim, P.E.		Assistant Vice President
Scott D. Lehn, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Timothy J. McGuire, P.E.		Assistant Vice President
John C. Morris III, P.E.		Assistant Vice President
Alec J. Mittiga, P.E.		Assistant Vice President
Jonathan R. Muratore, P.E.		Assistant Vice President
Katrina Pacheco, R.A.		Assistant Vice President
Adam C. Post, R.A.		Assistant Vice President
Daniel K. Ritchie		Assistant Vice President
Charles J. Starke, P.E.		Assistant Vice President
Patrick O. Stone, R.A.		Assistant Vice President
Michael W. Weber, P.E.		Assistant Vice President

OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	[redacted]	Senior Associate
Jerold Blustein		Senior Associate
Sean P. Callahan, P.E.		Senior Associate
Joseph C. Ciserano, AIA		Senior Associate
Joseph F. Cline, P.E.		Senior Associate
Stephanie L. DeCotiis, P.E.		Senior Associate
Joseph E. Flynn Ed.D., R.A.		Senior Associate
Kelly E. Greenfield, R.A.		Senior Associate
Andrew M. Manfredi, P.E.		Senior Associate
Sujata Pal, P.E.		Senior Associate
Richard Palladino		Senior Associate
Nicole Pesce		Senior Associate
Steven Soussou, P.E.		Senior Associate
Katherine M. Stone, R.A.		Senior Associate
Lily Wu		Senior Associate

Introduction and Legal Existence

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

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

Firm History

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

- Staff resources of over 580 employees
- Professional Engineers
- Registered Architects
- LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS, and CAD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators

Date of Formation

Legal Firm Name:
H2M Architects, Engineers, Geology, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

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

State of Incorporation: New York

Number of Years in Business: Established in 1933

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

Familiarity and experience working with Nassau County.

The firm's excellent reputation for quality of work, responsiveness and professionalism.

The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.

Experience with equipment site prep projects for our industrial clients.

Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.

The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.

Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.

Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.

We are a proactive firm that attempts to anticipate future issues and plan ahead to assure a successful project's completion while anticipating future needs.

Sustainable Design

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

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

Certificate of Authorization

Please see attached.

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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

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

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2024 TO 12/31/2026.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
EXCELSIOR
1784

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0021730 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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

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

TO PROVIDE GEOLOGY SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 10/01/2024 TO 09/30/2027.

CERTIFICATE NUMBER
0022754

BETTY ROSA
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

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

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

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2024 TO 01/31/2027.

CERTIFICATE NUMBER
0021729 DUPLICATE

BETTY ROSA
COMMISSIONER OF EDUCATION

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: Jamie E. Pizzardi, CPA
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

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

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

List of other addresses and telephone numbers attached

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

President		Treasurer	01/01/2024
Chairman of Board		Shareholder	01/01/2016
Chief Exec. Officer		Secretary	
Chief Financial Officer	01/01/2024	Partner	
Vice President	01/01/2023		
(Other)			

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

H2M Associates, Inc. (wholly owned subsidiary): CFO & Treasurer (2024 to present); Vice President (2023 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): CFO & Treasurer (2024 to present); Vice President (2023 to present)

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

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

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

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

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

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

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

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

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

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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 [X] 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 [X] 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, Jamie Pizzardi, CPA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

CERTIFICATION

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

H2M architects + engineers

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jamie Pizzardi, CPA JPIZZARDI@H2M.COM

Senior Vice President, Chief Financial Officer

Title

11/18/2025 09:29:30 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph M. Mottola, AIA
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

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

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country: US
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	02/24/1995
Chief Exec. Officer		Secretary	01/01/2019
Chief Financial Officer		Partner	
Vice President	01/02/2004		
(Other)			

Type Other
Description Senior Vice President
Start Date 01/14/2015

Type Other
Description Deputy Chief Operating Officer, Assistant Secretary
Start Date 01/10/2018

Type	Other
Description	Executive Vice President
Start Date	01/10/2018

Type	Other
Description	Chief Operating Officer
Start Date	01/01/2019

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

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

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

H2M Associates, Inc. (wholly owned subsidiary)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey)

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

H2M architects + engineers

Name of submitting business

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

Executive Vice President, Chief Operating Officer

Title

11/18/2025 09:17:47 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 W. Humann, P.E.
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

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

Other present address(es): 538 Broad Hollow Road, 4th Flo
City: Melville State/Province/ Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: 6317568000

List of other addresses and telephone numbers attached

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

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

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

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

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

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

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period,

been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

H2M architects + engineers

Name of submitting business

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

President & CEO

Title

11/18/2025 10:00:14 am

Date

COUNTY OF NASSAU

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

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

Address: 538 Broad Hollow Road, 4th Floor East

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

Country: US

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

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

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

1 File(s) uploaded: Responses to Vendor Disclosure 11.18.25.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.

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

1 File(s) uploaded: Responses to Vendor Disclosure 11.18.25.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.

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

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

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

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

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

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

Dated: 11/18/2025 10:14:43 am

Title: President & CEO

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

RESPONSES TO VENDOR DISCLOSURE FORM

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

Questions 4 and 5

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

OFFICERS AND SHAREHOLDERS

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA	[redacted]	Chief Operating Officer, Executive Vice President, Secretary
Jamie Pizzardi, CPA	[redacted]	Chief Financial Officer, Treasurer, Senior Vice President
Philip J. Schade, P.E.	[redacted]	Chief Market Director, Executive Vice President
Charles A. Martello, P.E.	[redacted]	Principal Office Director Executive Vice President
Elizabeth C. Uzzo	[redacted]	Executive Vice President
Michael W. Keffer, P.E.	[redacted]	Senior Vice President, Assistant Secretary
Saverio J. Belfiore, AIA	[redacted]	Senior Vice President
John R. Collins, P.E.	[redacted]	Senior Vice President
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President
Michael N. Gentils	[redacted]	Senior Vice President
Ernest V. Iannucci, P.E.	[redacted]	Senior Vice President
Paul R. Lageraaen, P.E.	[redacted]	Senior Vice President
Ronald B. Lanner, R.A.	[redacted]	Senior Vice President
Joseph A. Manzella, P.E.	[redacted]	Senior Vice President
James L. Neri, P.E.	[redacted]	Senior Vice President
David J. Pacheco, AIA	[redacted]	Senior Vice President
Guy Y. Page, R.A.	[redacted]	Senior Vice President
Kevin M. Paul, AIA	[redacted]	Senior Vice President

James Roberts, P.E.	[redacted]	Senior Vice President
William Rockensies, P.E.	[redacted]	Senior Vice President
William Rospars, Esq.	[redacted]	Senior Vice President
Christopher Weiss, P.E.	[redacted]	Senior Vice President
Alison K. Auriemmo, P.E.	[redacted]	Vice President
Mauro M. Bacolo, P.E.	[redacted]	Vice President
Robert F. Bee, R.A.	[redacted]	Vice President
Nicholas F. Bono, P.E.	[redacted]	Vice President
Patrick K. Cole, P.E.	[redacted]	Vice President
Alan P. Hilla, P.E.	[redacted]	Vice President
Alexander Hochhausl, P.E.	[redacted]	Vice President
Robert E. Ikes, III, R.A.	[redacted]	Vice President
Michael W. Lantier, P.E.	[redacted]	Vice President
Gregory J. Levasseur, P.E.	[redacted]	Vice President
Eric W. Maisch, R.A.	[redacted]	Vice President
Debra L. Mattina	[redacted]	Vice President
Kevin M. Medler, R.A.	[redacted]	Vice President
Matthew R. Mohlin, P.E.	[redacted]	Vice President
James J. Moran, P.E.	[redacted]	Vice President
Michele A. Pincus, Esq.	[redacted]	Vice President
James Powers, AIA	[redacted]	Vice President
R. Joel Richardson, P.E.	[redacted]	Vice President
Sharon Norton Remmer	[redacted]	Vice President
Richard B. Schommer, P.E.	[redacted]	Vice President
Jason Smith, R.A.	[redacted]	Vice President
Kevin M. Taylor, P.E.	[redacted]	Vice President
Joseph Todaro, P.E.	[redacted]	Vice President
Richard Wiedersum, AIA	[redacted]	Vice President

NAME	ADDRESS	TITLE
Anne Davis	[redacted]	Assistant Vice President
Gregory M. Cellamare, P.E.	[redacted]	Assistant Vice President
William Delnero, P.E.	[redacted]	Assistant Vice President
Arthur M. Eschete, Jr.	[redacted]	Assistant Vice President
Kenneth R. Gehringer, AIA	[redacted]	Assistant Vice President
Pasquale Iannone, Sr., P.L.S	[redacted]	Assistant Vice President
Kenneth Keltai, R.L.A.	[redacted]	Assistant Vice President
Anthony W. Kim, P.E.	[redacted]	Assistant Vice President
Scott D. Lehn, P.E.	[redacted]	Assistant Vice President
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President
Timothy J. McGuire, P.E.	[redacted]	Assistant Vice President
John C. Morris III, P.E.	[redacted]	Assistant Vice President
Alec J. Mittiga, P.E.	[redacted]	Assistant Vice President
Jonathan R. Muratore, P.E.	[redacted]	Assistant Vice President
Katrina Pacheco, R.A.	[redacted]	Assistant Vice President
Adam C. Post, R.A.	[redacted]	Assistant Vice President
Daniel K. Ritchie	[redacted]	Assistant Vice President
Charles J. Starke, P.E.	[redacted]	Assistant Vice President
Patrick O. Stone, R.A.	[redacted]	Assistant Vice President
Michael W. Weber, P.E.	[redacted]	Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS & SENIOR ASSOCIATES

NAME	ADDRESS	TITLE
Philip Bianco	[redacted]	Senior Associate
Jerold Blustein	[redacted]	Senior Associate
Sean P. Callahan, P.E.	[redacted]	Senior Associate
Joseph C. Ciserano, AIA	[redacted]	Senior Associate
Joseph F. Cline, P.E.	[redacted]	Senior Associate
Stephanie L. DeCotiis, P.E.	[redacted]	Senior Associate
Joseph E. Flynn Ed.D., R.A.	[redacted]	Senior Associate
Kelly E. Greenfield, R.A.	[redacted]	Senior Associate
Andrew M. Manfredi, P.E.	[redacted]	Senior Associate
Sujata Pal, P.E.	[redacted]	Senior Associate
Richard Palladino	[redacted]	Senior Associate
Nicole Pesce	[redacted]	Senior Associate
Steven Soussou, P.E.	[redacted]	Senior Associate
Katherine M. Stone, R.A.	[redacted]	Senior Associate
Lily Wu	[redacted]	Senior Associate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2026

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).

PRODUCER
Edgewood Partners Ins Center
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: Rebecca Egan
PHONE (A/C, No, Ext): 770-552-225 FAX (A/C, No):
E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Sentinel Insurance Company, Ltd.	11000
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Property & Casualty Ins Co of Hartford	34690
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED H2MARCH
H2M Architects + Engineers
538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 26-27

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	X **COMMERCIAL GENERAL LIABILITY**			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			[redacted]	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X **UMBRELLA LIAB** X OCCUR			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		[redacted]	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000
E	Prof Liability incl. Pollution			[redacted]	1/1/2026	1/1/2027	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Building Design #B90406-01DH Amendment 01.
County of Nassau is named as an Additional Insured with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

County of Nassau
Dept of Public Works
1194 Prospect Avenue
Westbury, NY 11590-0000

CANCELLATION

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
Gregg Buchchalter

© 1988-2015 ACORD CORPORATION. All rights reserved.

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: November 25, 2025

SUBJECT: Recommendation to Amend Professional Services Agreements with All On-Call Building Design Firms **[RETROACTIVE]**
Agreement No.: B90406-01DC – Cashin – CFPW21000015 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DH – H2M – CFPW21000010 (*10/08/2025 Expiration)*
Agreement No.: B90406-01DL – LiRo – CFPW21000014 (*09/17/2025 Expiration)*
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013 (*08/28/2025 Expiration)*
Agreement No.: B90406-01DS – Spector – CFPW21000011 (*08/28/2025 Expiration)*

These requested amendments will amend the County's contracts with On-Call Building Design Firms, to extend the expiration of services under the terms of the original agreements until new contracts for these same services are fully executed. An RFP was issued on July 2, 2019 and twelve (12) firms submitted proposal responses to the RFP. The top five (5) firms were selected and awarded contracts.

These contracts were extended through their optional two-year extensions via letters from the Commissioner with termination dates falling between the dates of August 28, 2025 and October 8, 2025. On that basis, this memo and these amendments shall be retroactive to their respective effective expiration dates. It was the intention of this Department to solicit new contracts for On-Call Building Design services in 2025, prior to the expiration of the 2019 contract, however, delays in processing this procurement have occurred, primarily lack of County resources to draft, review and process said solicitation. The term extension being requested is one (1) year plus an optional additional one (1) year.

LiRo's contract capacity shall also be amended and increased by $1 million to enable a fair bidder pool of all firms with awarded contracts, in the spirit of the initial RFP. LiRo has insufficient remaining capacity to be awarded additional missions. All other firms have sufficient remaining capacity.

It is the intent of this Department to amend the existing agreements to extend these services until new contract for the same services are fully executed. This is necessary to ensure the ability of the Department to procure these support services in a timely manner. The proposed rates extended to these Firms under these agreements are also lower than the rates that will be proposed against the new solicitation.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have this Department, upon your approval, shall begin preparing these contract amendments.

Subject: Recommendation to Amend Professional Services Agreement with
All On-Call Building Design Firms
Agreement No.: B90406-01DC – Cashin – CFPW21000015
Agreement No.: B90406-01DH – H2M – CFPW21000010
Agreement No.: B90406-01DL – LiRo – CFPW21000014
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013
Agreement No.: B90406-01DS - Spector – CFPW21000011

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

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:ss
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner of Administration
Robert Labaw, Chief Architect
Valiant Yeung, Architect III
Francis Antetomaso, Assistant to the Deputy Commissioner
Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

11/25/25

Arthur T. Walsh — Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh — Date
Chief Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Richard W. Humann, P.E., President & CEO
Name and Title of Authorized Representative

m/d/yy

Signature

12/17/25
Date

H2M architects + engineers
Name of Organization

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

June 27, 2023

H2M architects + engineers
538 Broad Hollow Road
4th Floor East
Melville, New York 11747

Att.: George W. Desmarais, P.E.

Re.: CONTRACT NO: B90406-01DH
TITLED: "On-Call" Building Design Services

To Whom It May Concern:

You are hereby advised that a two (2) year extension of time is granted to October 8, 2025, on the above referenced agreement.

Please be aware that all other terms and stipulations of the agreement remain in effect.

Should you have any questions regarding the foregoing, you may contact Mr. Robert LaBaw, at 571-6812.

Very truly yours,

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

KGA:DT:jd
c: Roseann D'Alleva, Deputy Commissioner of Public Works
Douglas Tuman, Deputy Commissioner of Public Works
Valiant Yeung, Architect III
Robert LaBaw, Architect IV
Matt Duffy, Auditing Assistant III, Office of the Comptroller

S:\SAN\Support Staff\Author\LaBaw, Robert\H2M B90406-01DH Ext of Time 10-8-25.rl.doc

E-102-21
Certified: 13-OCT-21 -- SALFANO

NIFS ID:CFPW21000010 Department: Public Works

Capital: X

SERVICE: On-Call Building Design-B90406-01DH

Contract ID #:CFPW21000010 NIFS Entry Date: 14-APR-21 Term: from to

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

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

Vendor Info:	
Name: **H2M architects + engineers**	Vendor ID#: [redacted]
Address: 538 Broad Hollow Road 4th Floor East Melville, NY 11747	Contact Person: George Desmarais
	Phone: 631 / 756-8000

Department:
Contact Name: Robert LaBaw
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516 / 571-6812

Routing Slip

Department	**NIFS Entry: X**	**14-APR-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**15-APR-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**15-APR-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**15-APR-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**15-APR-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**15-APR-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**15-APR-21 -- NSARANDIS**

CPO	**Approval: X**	**19-APR-21 -- KOHAGEN**
DCEC	**Approval: X**	**19-APR-21 -- JCHIARA**
Dep. CE	**Approval: X**	**19-APR-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**28-APR-21 -- JSCHANTZ**
Legislature	**Approval: X**	**13-JUL-21 -- CALBERT**
Comptroller	**Deputy: X**	**03-SEP-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**30-SEP-21 -- MWORSHAM**

Contract Summary

Purpose: This is a contract for H2M to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: RFP was issued and posted in Newsday, NYS Contract Reporter, industry websites and on the County procurement website. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including H2M, were selected.
Description of General Provisions: To provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars ($1,000,000.00)
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**90**
Resp:	**406**
Object:	**00002**
Transaction:	**CF**
Project #:	**90406**
Detail:	**000**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.01
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/90406/ 00002/000	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC d/b/a H2M Architects + Engineers for On-Call Building Design Services: Division of Engineering, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with H2M Architects, Engineers, Land Surveying & Landscape Architecture, DPC d/b/a H2M Architects + Engineers.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: H2M architects + engineers

2. Dollar amount requiring NIFA approval: $1000000

Amount to be encumbered: $.01

This is a 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: 2 years + 2 year possible extension

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)
X Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)

Federal % 0
State % 0
County % 0

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? N

Has NIFA approved the borrowing for this contract? N

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

The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

CNOLAN 15-APR-21

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

"ON-CALL" BUILDING DESIGN SERVICES

DIVISION OF ENGINEERING

AGREEMENT NO. B90406-01DH

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, having an office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. 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 Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm 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) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(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, renderings, Building Information Modeling (BIM) and Laser Scanning 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) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

(7) 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, including any extra services and reimbursements that may be so authorized, shall be payable as itemized 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 **One Million ($1, 000,000.00**) dollars for each 2-year term.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm 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 Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

(iv) The Firm 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 Firm 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 Firm 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 Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm 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 Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, 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 Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "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 Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm 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 Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm 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 Firm 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 Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm'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 Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm 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 Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm 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 Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm 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 Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred Thirty-Three ($533)** dollars for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

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

By: H2M Architects + engineers

Name: Dennis M Kelleher

Title: Exec. Vice President

Date: 6-14-21

NASSAU COUNTY

By: Brian J. Schneider

Name: BRIAN J. SCHNEIDER

Title: County Executive

☑ Deputy County Executive

Date: 10/8/21

PLEASE EXECUTE IN BLUE INK

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

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

On the 14th day of June in the year 2021 before me personally came Dennis M. Kellcher PE to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is the Exec. Vice President of H2M architects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SUSAN L. JANNACE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA4982483
Qualified in Suffolk County
Commission Expires June 03, 2023

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

On the 8 day of October in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn did depose and say that he or she resides in the County of [redacted]; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

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

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

{Remainder of page intentionally left blank}

EXHIBIT "B"

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

The Firm 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 Firm 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, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, 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 Firm 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 Firm's obligations herein.

(c) The Firm 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 Firm 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 Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant 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 Firms or Sub-consultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant 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 Firm, listing the procedures it has undertaken to procure Sub-consultants 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 Firm" 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 Firm, 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 Sub-consultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Sub-consultants. 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 Firm'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 Sub-consultants 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 Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Sub-consultants 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 Firm 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 Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm 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 Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms 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 Firm.

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

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

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: H2M architects + engineers

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan Our subconsultants' MBE/WBE participation % will be determined on a task-by-task basis.

1. Proposer's Multiplier: ~~2.9~~ 2.75 RL
2. Proposer's Multiplier for Extra Services: ~~2.9~~ 2.75 RL
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)
   a. CSM Engineering P.C. (MBE/WBE) ~~2.9~~ 2.75 RL.
   b.
   c.
   d.

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate ***with*** multiplier is $175.00.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: (Signature) 6-14-21

PRINT NAME: George Desmarais, P.E., Senior Vice President **DATE:** 7/29/19

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
ABIGAIL M. ZAMMITTI	STAFF ENGINEER 1	[redacted]
ADAM C. POST	SR. ARCHITECT 1	[redacted]
ADAM J. CHAMPAGNE	STUDENT INTERN	[redacted]
ADRIANA L. CONCEPCION	PROJECT DESIGNER 1 - ARCH.	[redacted]
AISHA Y. HARRISON	ADMINISTRATIVE SUPPORT PROFESSIONAL	[redacted]
ALAN L. GOLDSTEIN	SR. DESIGNER 1	[redacted]
ALAN P. HILLA, JR.	OFFICE DIRECTOR	[redacted]
ALAYNE R. BOEHM	ADMINISTRATIVE SUPPORT PROFESSIONAL	[redacted]
ALBERTO D. ALVARADO	PROJECT SCIENTIST 1	[redacted]
ALEX J. STEINHILBER	CONSTRUCTION INSPECTOR 1	[redacted]
ALEXANDER A. BROWN	STUDENT INTERN	[redacted]
ALEXANDER E. HOCHHAUSL	DEPARTMENT MANAGER - ENG	[redacted]
ALEXANDER GIRALDO	PROJECT SURVEYOR	[redacted]
ALEXANDER P. PULEIO	STAFF ENGINEER 1	[redacted]
ALEXANDER S. SCHWEITZER	STAFF DESIGNER 2	[redacted]
ALEXANDER S. TAFROV	PROJECT DESIGNER 1 - ARCH.	[redacted]
ALIJAN GHOUS	CADD SUPPORT TECHNICIAN	[redacted]
ALISON K. AURIEMMO	DISCIPLINE ENGINEER	[redacted]
ALLAN I. COHEN	SR. PROJECT ENGINEER 2	[redacted]
AMANDA M. SEIDEL	PROJECT ARCHITECT 2	[redacted]
AMELIA VEITCH	STAFF ENGINEER 1	[redacted]
ANDERS N. BRUNELLE	CONSTRUCTION INSPECTOR 3	[redacted]
ANDREW F. JACKSON	PROJECT ARCHITECT 3	[redacted]
ANDREW J. GEISLER	STUDENT INTERN	[redacted]
ANDREW M. MANFREDI	PROJECT ENGINEER 2	[redacted]
ANDREW S. MARTIN	STUDENT INTERN	[redacted]
ANDREW T. MARTIN	STAFF DESIGNER 2	[redacted]
ANDREW W. LAWRENCE	CONSTRUCTION ADMINISTRATOR	[redacted]
ANGELICA J. APOLINARIS	STAFF ENVIRONMENTAL PLANNER 1	[redacted]
ANNA MUSIAL	PROJECT DESIGNER 2 - ARCH.	[redacted]
ANNE MCKENNA	ADMINISTRATIVE SUPPORT PROFESSIONAL	[redacted]
ANTHONY E. KATHREPTIS, JR.	STAFF ENGINEER 1	[redacted]
ANTHONY G. MENNONA	SENIOR PROJECT CONTROLS SPECIALIST	[redacted]
ANTHONY M. TROMBINO	SR. PROJECT ENGINEER 2	[redacted]
ANTHONY MARMO	STUDENT INTERN	[redacted]
ANTHONY NOTARO	SR. CONSTRUCTION INSPECTOR 1	[redacted]
ANTHONY P. FISHER	MARKET DIRECTOR	[redacted]
ANTHONY SPANTIDAKIS	SR. ENVIRONMENTAL SCIENTIST 1	[redacted]
ANTHONY T. DAVIS	STUDENT INTERN	[redacted]
ANTHONY WOONGJIN KIM	SR. PROJECT ENGINEER 2	[redacted]
ANTONIO J. KASPER	STUDENT INTERN	[redacted]

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
CHRISTOPHER W. WRIGHT	SR. PROJECT ENGINEER 1	[redacted]
CLARA D. SIPIC	SR. ADMIN SUPPORT PROFESSIONAL	[redacted]
COLE A. OSTWALD	STAFF DESIGNER 2	[redacted]
COLE W. PODOLSKY	PROJECT DESIGNER 2 - ARCH.	[redacted]
CONNOR A. KURILKO	STAFF ENGINEER 1	[redacted]
CONSTANCE M. VAVILIS	SR. ENVIRONMENTAL PLANNER	[redacted]
CORINNE N. JACOBY	MARKETING COORDINATOR	[redacted]
CORY A. BIERMAN	STAFF ENGINEER 1	[redacted]
CRYSTAL L. SOUDANT	STAFF DESIGNER 2	[redacted]
CURTIS A. SCHMIDT	SR. ENVIRONMENTAL SCIENTIST 1	[redacted]
DANA M. NALLY	STAFF DESIGNER 3	[redacted]
DANIEL J. AIELLO	PROJECT ENGINEER 2	[redacted]
DANIELLE A. DRAKE	SR. PROJECT ENGINEER 2	[redacted]
DANIELLE J. HANSEN	STUDENT INTERN	[redacted]
DARRIN T. PINHO	CONSTRUCTION INSPECTOR 1	[redacted]
DAVID A. KIRSHY	STAFF ENGINEER 1	[redacted]
DAVID A. SHELDON	PROJECT ENGINEER 1	[redacted]
DAVID J. PACHECO	DIRECTOR OF OPERATIONS	[redacted]
DAVID K. LEUN	PRACTICE LEADER/MANAGER - ENG	[redacted]
DAVID L. MAMMINA	DEPUTY MARKET DIRECTOR	[redacted]
DAVID R. MARSDEN	STAFF SCIENTIST 2	[redacted]
DEBORAH E. AIELLO	MANAGER OF PROJECT ACCOUNTING	[redacted]
DEBRA L. MATTINA	DEPARTMENT MANAGER - SCI	[redacted]
DENNIS A. ROSS	MARKET DIRECTOR	[redacted]
DENNIS G. LINDSAY	PRACTICE LEADER/MANAGER - ENG	[redacted]
DENNIS M. KELLEHER	PRINCIPAL MARKET DIRECTOR	[redacted]
DERRICK K. LUU	PROJECT SCIENTIST 1	[redacted]
DIONISSIOS KARNESSIS	PROJECT DESIGNER 2 - ARCH.	[redacted]
DOMINIC K. RAGONE	STAFF ENGINEER 1	[redacted]
DONALD A. SIOSS	SR. DISCIPLINE ENGINEER	[redacted]
DONNA M. KOLOKATHIS	SR. PROJECT ACCOUNTANT 2	[redacted]
DOUGLAS B. MILNE	STAFF SCIENTIST 1	[redacted]
DREW STEPHENS	FIRE INVESTIGATOR	[redacted]
DUSTIN J. RIGOS	SR. PROJECT ENGINEER 1	[redacted]
EDWARD P. STATTEL, JR.	PROJECT ARCHITECT 2	[redacted]
EIAN TRENKLE	STUDENT INTERN	[redacted]
ELEFTHERIOS P. IPIOTIS	STAFF ENGINEER 1	[redacted]
ELENI GIANNAKOPOULOU	STAFF ENGINEER 1	[redacted]
ERIC C. BUREL	STUDENT INTERN	[redacted]
ERIC G. MORRA	STAFF DESIGNER 1	[redacted]
ERIC J. NEILER	SR. ARCHITECT 2	[redacted]

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
JAMES J. WILLIAMSON III	SR. PROJECT ENGINEER 2	[redacted]
JAMES L. NERI	DISCIPLINE DIRECTOR	[redacted]
JAMES LENGYEL	CONSTRUCTION INSPECTOR 2	[redacted]
JAMES M. VIERLING	PROJECT ENGINEER 1	[redacted]
JAMES N. BIANCO	BIM SPECIALIST	[redacted]
JAMES O. BRADY	FIRE INVESTIGATOR	[redacted]
JAMES W. NEVINS	SAFETY MANAGER	[redacted]
JANE M. DESIMONE	PROJECT ARCHITECT 3	[redacted]
JASON BUELL	PROJECT ENGINEER 2	[redacted]
JASON S. SMITH	SR. ARCHITECT 2	[redacted]
JASON W. POTOSNAK	PROJECT SCIENTIST 1	[redacted]
JAY J. MACCHIA	STUDENT INTERN	[redacted]
JAY T. PISCO	DEPUTY MARKET DIRECTOR	[redacted]
JEANETTE M. MCIVER	SR. CADD TECHNICIAN	[redacted]
JEFFREY L. CZAJKA	DISCIPLINE DIRECTOR	[redacted]
JEFFREY L. JANOTA	CHIEF PLANNER	[redacted]
JENNA L. PORTEUS	SR. ADMIN SUPPORT PROFESSIONAL	[redacted]
JENNIFER A. EDWARD	BUSINESS DEVELOPMENT SPECIALIST 1	[redacted]
JENNIFER A. MAXAM	JUNIOR ACCOUNTANT	[redacted]
JENNIFER H. GUZMAN	STAFF DESIGNER 2	[redacted]
JENNIFER RUSU	SR. PROJECT SCIENTIST 2	[redacted]
JEROLD M. BLUSTEIN	SR. ENVIRONMENTAL SCIENTIST 1	[redacted]
JESSE E. SCHEINER	STUDENT INTERN	[redacted]
JESSICA CHIU	STUDENT INTERN	[redacted]
JESSICA M. ALVES	STAFF ENGINEER 2	[redacted]
JESSICA N. FREITAG	PROJECT DESIGNER 2 - ARCH.	[redacted]
JESSICA R. CACCIOPPOLI	STAFF ENGINEER 2	[redacted]
JOAN B. WORD	PROJECT DOC CONTROL COORDINATOR	[redacted]
JOANNE E. VITALE-STRASSBURG	ADMINISTRATIVE SUPPORT PROFESSIONAL	[redacted]
JOANNE VOGEL	PROJECT DESIGNER 2 - ARCH.	[redacted]
JOEL G. HATCHER	CONSTRUCTION INSPECTOR 3	[redacted]
JOEL RICHARDSON	DISCIPLINE ENGINEER	[redacted]
JOHN B. MCCAFFREY	DIRECTOR OF INFORMATION TECHNOLOGY	[redacted]
JOHN D'AMICO	PROJECT ARCHITECT 3	[redacted]
JOHN E. GURSKY	SR. SITE PLANNER	[redacted]
JOHN E. KOZIATEK JR.	PROJECT ENGINEER 1	[redacted]
JOHN F. PESCE	STUDENT INTERN	[redacted]
JOHN G. MOMBACH, JR.	PROJECT DESIGNER 3 - ARCH.	[redacted]
JOHN J. DECIUTIIS	STAFF DESIGNER 2	[redacted]
JOHN J. PRIANO	COATINGS INSPECTOR 3	[redacted]
JOHN M. LAHEY	PROJECT ENGINEER 2	[redacted]

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
KAITLYN A. GIOIA	STAFF SCIENTIST 2	[redacted]
KAREN W. ROBISON	PRACTICE LEADER/MANAGER - ENG	[redacted]
KARL W. DAHLEM	SR. WATER PLANT OPERATOR	[redacted]
KAROL DANOWSKI	STUDENT INTERN	[redacted]
KATELYN M. IRELAND	STAFF ENGINEER 1	[redacted]
KATHERINE E. CERNIGLIA	PROJECT ARCHITECT 1	[redacted]
KATHERINE G. BILELLO	STUDENT INTERN	[redacted]
KATHERINE M. STONE	PROJECT ARCHITECT 2	[redacted]
KATIA DUQUE CALAMUSA	SR. DISCIPLINE ENGINEER	[redacted]
KATRINA N. PACHECO	OFFICE DIRECTOR	[redacted]
KEITH M. CORDOVA	STAFF DESIGNER 3	[redacted]
KEITH W. SUMMA	SR. ARCHITECT 3	[redacted]
KELLY E. GREENFIELD	PROJECT ARCHITECT 2	[redacted]
KELLY KUPLICKI	PROJECT DESIGNER 1 - ARCH.	[redacted]
KENNETH A. KELTAI	PRACTICE LEADER/MANAGER - LA	[redacted]
KENNETH R. GEHRINGER	ASSISTANT STUDIO DIRECTOR	[redacted]
KENNETH S. CLAUS	SR. WATER PLANT OPERATOR	[redacted]
KEVIN M. GILDEA	STAFF ENGINEER 2	[redacted]
KEVIN M. MEDLER	SR. ARCHITECT 2	[redacted]
KEVIN M. PAUL	STUDIO DIRECTOR	[redacted]
KEVIN M. TAYLOR	DEPARTMENT MANAGER - SCI	[redacted]
KEYURI AMIT PATEL	STAFF DESIGNER 3	[redacted]
KIERAN E. O'SULLIVAN	STAFF ENGINEER 1	[redacted]
KIERAN SCHNUR	STUDENT INTERN	[redacted]
KIRSTEN A. JEDD	STAFF SCIENTIST 1	[redacted]
KRISTEEN COFFEY	PROJECT ACCOUNTING TEAM LEADER	[redacted]
KRISTEN R. CAPPADONA	PROJECT SCIENTIST 2	[redacted]
KRISTIN E. LOHR	PROJECT ACCOUNTANT 1	[redacted]
KYLE P. VANDER SCHUYT	PROJECT SCIENTIST 1	[redacted]
LAUREN M. VENTEN	STAFF DESIGNER 2	[redacted]
LAUREN W. STECK	STAFF DESIGNER 3	[redacted]
LAURICE CARCHI	PROJECT DESIGNER 1 - ARCH.	[redacted]
LAWRENCE KOH	PROJECT ENGINEER 1	[redacted]
LAWRENCE M. FEELEY, JR.	SR. ARCHITECT 3	[redacted]
LESHELLE A. MOCNIAK	PROJECT ARCHITECT 2	[redacted]
LILY WU	PROJECT SCIENTIST 2	[redacted]
LINDA M. PRICE	PROJECT DESIGNER 2 - ARCH.	[redacted]
LINDY PINZON	PROJECT CONTROLS SPECIALIST 2	[redacted]
LISA D. MAHONEY	SR MARKETING COORDINATOR	[redacted]
LOREN L. COMPSON	CONSTRUCTION ADMINISTRATOR	[redacted]
LOUIS P. GIACALONE	PRACTICE LEADER/MGR - ARCH	[redacted]

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
MICHAEL J. BONACASA	MARKET DIRECTOR	[redacted]
MICHAEL J. CESTARE	STAFF ENGINEER 1	
MICHAEL J. KEATING	PRACTICE LEADER/MANAGER - ENG	
MICHAEL J. SCHMITZ	ENVIRONMENTAL TECHNICIAN	
MICHAEL N GENTILS	MARKET DIRECTOR	
MICHAEL R. MITCHELL	STAFF DESIGNER 3	
MICHAEL V. CANEDA	PROJECT DESIGNER 2 - ARCH.	
MICHAEL V. DEPIERRO	PROJECT ENGINEER 1	
MICHAEL V. TUMULTY	OFFICE DIRECTOR	
MICHAEL W MCKEOWN	TECHNICAL ADVISOR-ENG.	
MICHAEL W. KEFFER	DISCIPLINE DIRECTOR	
MICHAEL W. LANTIER	DISCIPLINE ENGINEER	
MICHAEL W. WEBER	SR. PROJECT ENGINEER 2	
MICHAELA R. O'BRIEN	STAFF DESIGNER 2	
MOHAMAD A. SAADEGHVAZIRI	SR. PROJECT ENGINEER 2	
MYLES A. TUCKER	STUDENT INTERN	
NADA RADI	STAFF LANDSCAPE ARCHITECT	
NADIA NAIM	STAFF DESIGNER 1	
NATALIE D. BARBER	STAFF ENGINEER 2	
NATHAN D. LOUKS	SENIOR SURVEYOR	
NEHEMIE SOUVERAIN	STAFF DESIGNER 2	
NICHOLAS F. BONO	DISCIPLINE ENGINEER	
NICHOLAS G. HAVERILLA	STAFF SCIENTIST 1	
NICHOLAS J. AMATO	PROJECT DESIGNER 1 - ENG.	
NICHOLAS J. DIGIULIO	STUDENT INTERN	
NICHOLAS PAUMIER	SR. PROJECT ENGINEER 1	
NICOLE M. VENEZIA	PROJECT PLANNER 1	
NIGEL J. WHELAN	SURVEY CREW MEMBER	
NOAH A. WILLIARD	STAFF ENGINEER 1	
NORA G. ZUHOSKI	STAFF ENGINEER 1	
OBED A. MENDOZA	SR CADD TECHNICIAN 1	
OLIVIA N. TSONAS	PROJECT ARCHITECT 2	
OLIVIA R. GOING	STUDENT INTERN	
PANSY CHENG	SR. ARCHITECT 2	
PATRICIA A. BRYANT	PROPOSAL MANAGER	
PATRICIA A. DELCOL	DEPUTY MARKET DIRECTOR	
PATRICIA C. BIANCHINI	ADMINISTRATIVE SUPPORT PROFESSIONAL	
PATRICIA L. DOUGHERTY	PROJECT DESIGNER 3 - ARCH.	
PATRICK D. KELAHAN	FORENSIC MARKET STRATEGIST	
PATRICK K. COLE	DEPUTY MARKET DIRECTOR	
PATRICK O. STONE	PROJECT ARCHITECT 2	

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
RYAN C. CORTAZZO	STUDENT INTERN	[redacted]
RYAN P. ROTTNER	EVIDENCE TECHNICIAN	[redacted]
SABATO J. CAPONI	SR. CONSTRUCTION INSPECTOR 1	[redacted]
SAIFUDDIN SAIFUDDIN	SR. PROJECT ENGINEER 2	[redacted]
SAMANTHA R. ROTH	STUDENT INTERN	[redacted]
SANDRA L. VOLLBRACHT	FACILITY SUPPORT ADMINISTRATOR	[redacted]
SARA M. SABATINO	ADMINISTRATIVE SUPPORT PROFESSIONAL	[redacted]
SARA S. WEINBERG	PROJECT ARCHITECT 2	[redacted]
SARAH M. GOLDEN	STAFF ENGINEER 1	[redacted]
SARAH N. MONASTERO	STAFF ENGINEER 1	[redacted]
SAVERIO J. BELFIORE	STUDIO DIRECTOR	[redacted]
SCHYLER E. DARESTA	STUDENT INTERN	[redacted]
SCOTT D. LEHN	DEPARTMENT MANAGER - ENG	[redacted]
SEAN F. PETERS	STAFF ENGINEER 1	[redacted]
SEAN P. CALLAHAN	DISCIPLINE ENGINEER	[redacted]
SEAN T. HOFFMAN	SR. DISCIPLINE ENGINEER	[redacted]
SERGIO GONZALEZ	PROJECT ARCHITECT 3	[redacted]
SHARON NORTON REMMER	SR PROJECT ENTITLEMENT SPECIALIST 2	[redacted]
SIYI ZHANG	PROJECT ENGINEER 1	[redacted]
SONYA Y. WARD	SR. ENVIRONMENTAL SCIENTIST 2	[redacted]
SPYRIDON BAZIGOS	SR. ARCHITECT 2	[redacted]
STANLEY MUI	GRAPHIC DESIGNER 2	[redacted]
STEFAN D. REISS	CONSTRUCTION ADMINISTRATOR	[redacted]
STEPHAN UNGAR	STUDENT INTERN	[redacted]
STEPHANIE L. DECOTIIS	SR. PROJECT ENGINEER 2	[redacted]
STEPHEN G. MITCHELL	SR. ARCHITECT 2	[redacted]
STEVEN C. HEARL	PRACTICE LEADER/MANAGER - ENG	[redacted]
STEVEN J. HYMAN	PRINCIPAL OFFICE DIRECTOR	[redacted]
STEVEN L. MIRRA	PROJECT ENGINEER 1	[redacted]
STEVEN M. MCEVOY	SR. PROJECT ENGINEER 1	[redacted]
STEVEN P. RENNA	RESIDENT ENGINEER	[redacted]
SUHANI GANDHI	SR. ARCHITECT 1	[redacted]
SUI Y LEONG	DEPUTY DIVISION DIRECTOR	[redacted]
SUJATA PAL	PROJECT ENGINEER 2	[redacted]
SURAJ KUMAR	STAFF ENGINEER 2	[redacted]
SUSAN L JANNACE	SR. ADMIN SUPPORT PROFESSIONAL	[redacted]
SVETLANA Y. FISHER	PROJECT ENGINEER 1	[redacted]
SWAPNIL P. BAROT	STAFF ENGINEER 1	[redacted]
SYED ABBAS TURAB	FIELD SUPERVISOR - CONSTRUCTION	[redacted]
SYED TALHA KIRMANI	PROJECT DESIGNER 1 - ARCH.	[redacted]
TAMARA S. THORPE	ACCOUNTS RECEIVABLE SPECIALIST 2	[redacted]

Nassau County DPW Rate Schedule 2019

Employee	Job Title	Hourly Rate
ZACHARY KOCAJ	STUDENT INTERN	[redacted]
ZEKE H. FELDMAN	STUDENT INTERN	[redacted]

Please Note:

1. When employees are part of the survey crew working on projects where we are required to pay NYS prevailing wage rates, we pay the employee the prevailing wage rate or the hourly rate, whichever is greater.

H:\Data\CustomReports\HR\Employee Rate Schedules\BST\PayrollRoster.rpt

CSM Engineering Hourly Rates
RFP# PW-B90406-01D, On-Call Building Design

Staff	Title	Hourly Rate
Ronald Bloom	MEP Inspector	[redacted]
Ludivico Fraga	Civil Architectural Inspector	[redacted]

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:

   Richard Humann P.E, CEO (Name)

   538 Broadhollow Road Melville NY 11747 (Address)

   631 756-8000 (Telephone Number)

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

unqualified by the County Firm shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Firm 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 Sub-consultants by the County Firm must also be included with the Best Effort Documentation

i. County Firms 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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants 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.

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.

06.14.2021
Dated

Signature of Chief Executive Officer

Richard Hurmann PE, CEO
Name of Chief Executive Officer

Sworn to before me this
14th day of June, ~~2019~~ 2021.

Notary Public

SUSAN L. JANNACE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA4982483
Qualified in Suffolk County
Commission Expires June 03, 2023

7. Compliance with Law.

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

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

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

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

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

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

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

Signature

Dennis Kellehar, PE, Executive V.P.

Printed Name and Title

6.14.21

Date