

Contract ID#: CQPW12000004

CLPW16000001

Department: Public Works

CF (Capital)
Contract Details**F-38-16****CF** R41

SERVICE Engineering Management

NIFS ID #: CQPW12000004 NIFS Entry Date: 1/20/16 Term: from 12/3/2012 to 7/1/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #4
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
CDM Smith LiRo Engineers Inc	46-1490304
Address	Contact Person
60 Crossways Park West, Suite 340, Woodbury NY 11797	Keith Kelly CDM
1 Aerial Way, Syosset, NY 11791	Joe Hurley LiRo
	Phone
	516-496-8400 CDM
	(516) 938-5476 LiRo

County Department
Department Contact
Kenneth Arnold
Address
1194 Prospect Ave Westbury, New York 11590
Phone
516-571-9607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/16/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/21/16	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	1/22/16	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	01/25/16	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	01/25/16	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/25/16	[Signature]	
	Rules <input type="checkbox"/> Let <input type="checkbox"/>				
	County Executive	NIFS Approval <input type="checkbox"/>			
	Comptroller	Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/25/16	[Signature]	

Contract ID#: COPW12000004Department: Public Works

Contract Summary

Description: Amendment 4 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by ten months so that the Amended Term of the Agreement shall expire on July 1, 2015.
Recommendation: Approve amendment 4 as submitted.

Advisement Information

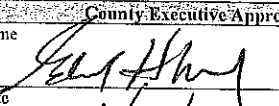
BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	DE
Object:	5C5
Transaction:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$01

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$01

Document Prepared By: Kenneth ArnoldDate: 1/8/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>1/25/16</u>
Date	Date	(For Office Use Only)
		E #:

E-38-14

RULES RESOLUTION NO. 41-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-1-16
YEAS: 4 NAYS: 0 ABSTAINED: 3 RECALLED: 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program") and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with CDM Smith and LiRo Engineers, Inc.

PRJCT	PRJCT DE FUND	DOC NO	DOC SFX	CST	GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT \$	VNDR SFX	VNDR NMIE
41823	0 CAP	CFPW99000011	1	2	\$	-	\$ 17,000.00	\$ -	\$ -	19990811	1	CAMP DRESSER & MCKEE INC
80005	0 CAP	CNTEPW80005A	2	2	\$	17,000.00	\$ -	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
80005	0 CAP	CNTEPW80005A	1	2	\$	400,261.00	\$ 400,261.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
80041	0 CAP	CNTEPW80041C	1	2	\$	50,150.00	\$ 50,150.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
80041	0 CAP	CNTEPW80041B	3	2	\$	203,960.00	\$ 203,960.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
80041	0 CAP	CNTEPW80041B	2	2	\$	298,027.00	\$ 298,027.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
80041	0 CAP	CNTEPW80041B	1	2	\$	318,847.00	\$ 318,847.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
81021	0 CAP	COPW06000001	1	3	\$	27,349.77	\$ 27,349.77	\$ -	\$ -	20060421	1	CAMP DRESSER & MCKEE INC
81021	0 CAP	CNTEPW81021B	1	2	\$	43,773.18	\$ 43,773.18	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
81021	0 CAP	COPW04000010	1	3	\$	35,592.59	\$ 35,592.59	\$ -	\$ -	20040803	1	CAMP DRESSER & MCKEE INC
81021	0 CAP	CNTEPW990C02	1	2	\$	36,076.46	\$ 36,076.46	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
81021	0 CAP	CNTEPW980C02	1	2	\$	64,016.32	\$ 64,016.32	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
91250	0 CAP	CNTEPW91250K	1	3	\$	3,184,148.00	\$ 3,184,148.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
35016	0 CCD	CNTEPW935016A	1	2	\$	480,000.00	\$ 480,000.00	\$ -	\$ -		1	CAMP DRESSER & MCKEE INC
38115	0 CD2	CFPW04000005	2	2	\$	145,250.00	\$ 145,250.00	\$ -	\$ -	20041001	1	CAMP DRESSER & MCKEE INC
3C057	0 CD3	CFPW02000010	1	2	\$	1,657,532.00	\$ 1,651,086.60	\$ 6,445.40	\$ -	20021007	1	CAMP DRESSER & MCKEE INC
3C064	0 CSW	CFPW04000005	3	2	\$	145,250.00	\$ 145,250.00	\$ -	\$ -	20041001	1	CAMP DRESSER & MCKEE INC
35114	0 CSW	CFPW14000060	1	2	\$	4,013,500.00	\$ 878,830.13	\$ 3,134,669.87	\$ -	20150205	1	CAMP DRESSER & MCKEE INC
35117	UN1001	CFPW13000001	1	2	\$	713,700.00	\$ 243,888.58	\$ 469,811.42	\$ -	20130913	1	CAMP DRESSER & MCKEE INC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:

60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 46-1490304

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 3, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

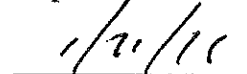
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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



Department Head Signature



Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT FOUR

AMENDMENT, dated as of _____, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars (\$25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy; and

WHEREAS, Amendment Two modified the term of the Amended Agreement, extending it to March 1, 2014 (the "Amended Term"), the scope of services to include the "Clean and Seed" program, and the Amount of Consideration for said services; and

WHEREAS, Amendment Three modified the term of the Amended Agreement, extending it to September 1, 2014 (the "Amended Term"), the scope of services to include the overtime authorization; and

WHEREAS, the County and the Contractor desire to modify the Amended Term and the Scope of Services for the Agreement as provided herein ("Agreement Amendment Four"); and

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

1. Term Extension. The Amended Term shall be further extended by 10 months so that the Amended Term of the Agreement shall expire on July 1, 2015.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Four shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement or as otherwise provided the Original Agreement.

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

CDM Smith

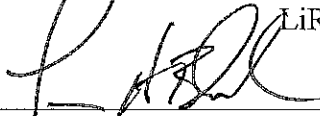
By: 

Name: Keith F. Kelly, P.E.

Title: Senior Vice President

Date: 12/24/15

LiRo Engineers, Inc.

By: 

Name: Lawrence H. Blond, P.E.

Title: Senior Vice President

Date: 1/7/16

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

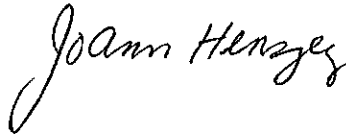
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7th day of January in the year 2016 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Vice President of LiRo Engineers, Inc., 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



JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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 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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ 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 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

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

On the 14th day of December in the year 2015 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of CDM Smith Inc., 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

John C. ...

JAYNE CICCONE
Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2017

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

On the ____ day of _____ in the year 201_ 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 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

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

On the ____ day of _____ in the year 201_ 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 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

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 or 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.

Lawrence H. Blond, PE

Name and Title of Authorized Representative

m/d/yy

Signature

Date

LiRo Engineers, Inc.

Name of Organization

3 Aerial Way, Syosset, NY 11791

Address of Organization

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)**

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(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.

Keith F. Kelly Senior Vice President

Name and Title of Authorized Representative

Signature

CDM Smith Inc.

Name of Organization

60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797

Address of Organization

m/d/yy

Date

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

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

Not applicable.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:


Not applicable.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**
Not applicable.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
Not applicable.

VERIFICATION: 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.

Dated: 1/6/16

Signed: 
Print Name: Keith F. Kelly
Title: Senior Vice President

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None.

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

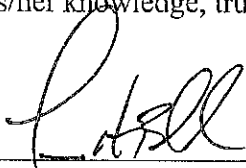
N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

VERIFICATION: 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.

Dated: 12/20/16

Signed: 

Print Name: Lawrence H. Blond, PE

Title: Senior Vice President

COUNTY OF NASSAU

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

1. Name of the Entity: CDM Smith Inc.

Address: 60 Crossways Park Drive West, Suite 340

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 04-2473650

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

See attached

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.

CDM Smith Inc. is a privately held corporation, with no single share holder owning more than 10%

of the issued stock.

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.

CDM Constructors Inc.

CDM Federal Programs Corporation

Neither of these subsidiaries will take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NA

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

NA

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.

Dated: 1/6/16

Signed: 

Print Name: Keith F. Kelly

Title: Senior Vice President

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

**CDM Smith INC.
CORPORATE OFFICERS
2016**

President:

Timothy B. Wall
[REDACTED]
[REDACTED]

Treasurer:

Thierry Desmaris
[REDACTED]
[REDACTED]

Clerk of the Corporation:

Mario J. Marcaccio
[REDACTED]
[REDACTED]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.
Address: 3 Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 13-1974950
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Lawrence S. Roberts, PE, [REDACTED]
Michael Burton, PE, [REDACTED]
Michael Bailey, PE, [REDACTED]
Richard Schmalz, PE, [REDACTED]
Peter Gerbasi, PE, [REDACTED]
Robert Kreuzer, PE, [REDACTED]
Alfred C. Bereche, PE, [REDACTED]
Lawrence Blond, PE, [REDACTED]
Michael Rennard, PE, [REDACTED]

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.

Rocco L. Trotta, PE, [REDACTED]

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.

**LiRo Program and Construction Management, PE P.C. – Common Ownership and Control

LiRo Architects + Planners, P.C. – Common Ownership and Control

LiRo Architects & Engineers West, P.C. – Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) – Common Ownership and Control

LiRo Program and Construction Management, Inc. – Common Ownership and Control

LiRo Constructors, Inc. – Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

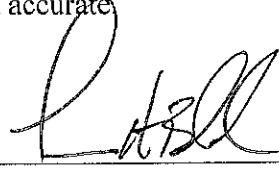
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

Dated: 12/24/16

Signed: 

Print Name: Lawrence H. Blond, PE

Title: Senior Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Program and Construction Management, PE P.C.
Address: 3 Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 11-3205660
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Rocco L. Trotta, PE, [REDACTED]
Luis M. Tormenta, PE, [REDACTED]
Lawrence H. Blond, PE, [REDACTED]
Michael Burton, PE, [REDACTED]
Michael Bailey, PE, [REDACTED]
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.
Rocco L. Trotta, PE, [REDACTED]

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.

**LiRo Engineers, Inc. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

** Affiliated Company that may participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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.

Dated: December 31, 2015

Signed: 

Print Name: Lawrence H. Bond, PE

Title: Senior Vice President and General Manager

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.

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 12/14/2015

1) Bidder's/Proposer's Legal Name: CDM Smith Inc.

2) Address of Place of Business: 60 Crossways Park Drive West, Suite 340, Woodbury, NY 11797

List all other business addresses used within last five years:

100 Crossways Park Drive West, Suite 400, Woodbury, NY 11797

3) Mailing Address (if different): _____

Phone : 516-496-8400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-599-0261

5) Federal I.D. Number: 04-2473650

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (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: CDM Smith Inc. is the parent company of multiple subsidiaries such as CDM Federal Programs Corporation and CDM Constructors Inc.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details.

10) Has the bidder/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).

Because of our size and volume of business, this response is to the best of our knowledge.

11) Has the bidder/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. _____

Because of our size and volume of business, this response is to the best of our knowledge. _____

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. _____

Because of our size and volume of business, this response is to the best of our knowledge. _____

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? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

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? No X Yes ____; If Yes, provide details for each such instance. _____

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? No X Yes ____ 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. _____

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:

(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 as collection agent on behalf of Nassau County. No.

(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 as collection agent on behalf of Nassau County. No

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. No.

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.

CDM Smith performs a conflict of interest check on all projects prior to submitting a proposal for that work.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. The CDM Smith/LiRo JV's proposal includes much of the information requested below. Where not included, specific responses are provided. Should the bidder/proposer be other than an individual, the bid/proposal should include:
- i) Date of formation; 1947
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; CDM Smith is an employee held firm with no single shareholder owning more than 10% of the issued shares.
 - iii) Name, address and position of all officers and directors of the company; (See attached)
 - iv) State of incorporation (if applicable); Massachusetts
 - v) The number of employees in the firm; Approx. 5,000
 - vi) Annual revenue of firm; \$1.2 Billion
 - vii) Summary of relevant accomplishments See proposal
 - viii) Copies of all state and local licenses and permits. See proposal
- B. Indicate number of years in business. 68
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See proposal
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. See proposal

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

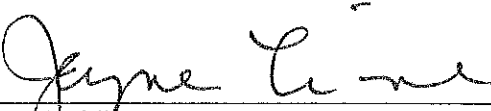
CERTIFICATION

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Keith F. Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of December

2015

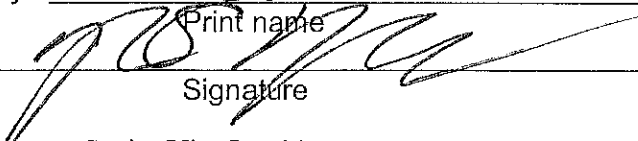


Notary Public

JAYNE CICCONE
Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2017

Name of submitting business: CDM Smith Inc.

By: Keith F. Kelly

Print name


Signature
Senior Vice President

Title

12 / 14 / 2015
Date

**CDM Smith INC.
CORPORATE OFFICERS
2016**


President:

Timothy B. Wall


Treasurer:

Thierry Desmaris


Clerk of the Corporation:

Mario J. Marcaccio


EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Keith F. Kelly
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 60 Crossways Park Drive West, Suite 340
City/state/zip Woodbury, NY 11797
Telephone 516-496-8400
Other present address(es) _____
City/state/zip _____
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 9 / 23 / 1992
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) Senior Vice President 4/2005
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES X If Yes, provide details. Shareholder
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? NO X YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
 - 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? NO X YES ____ If Yes, provide details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - 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? NO X YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.

9. 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? NO X YES ____ If Yes, provide details for each such investigation.
10. 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? NO X YES ____ If Yes; provide details for each such investigation.
11. 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? NO X YES ____ If Yes; provide details for each such instance.
12. 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? NO X YES ____ If Yes, provide details for each such year.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

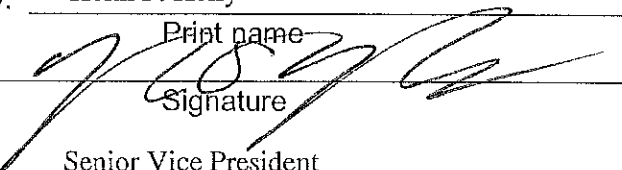
I, Keith F. Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14th day of December 2015


Notary Public

JAYNE CICCONE
Notary Public, State of New York
No. 01C16206399
Qualified in Nassau County
Commission Expires May 18, 2017

Name of submitting business: CDM Smith Inc.

By: Keith F. Kelly
Print name

Signature
Senior Vice President
Title

12 / 14 / 2015
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: December 22, 2015

1) Bidder's/Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): N/A

Phone : 516-938-5476

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 007167914

5) Federal I.D. Number: 13-1974950

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership
☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. See attached

10) Has the bidder/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 bidder/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. _____

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 X No ____ If Yes, provide details for each such investigation. See attached

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? No X Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

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? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ____ If Yes, provide details for each such

occurrence. _____

- 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? No X Yes ____; If Yes, provide details for each such instance. _____

- 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? No X Yes ____ 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. _____

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:

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

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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo Engineers, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

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

Company Town of Oyster Bay Department of Public Works

Contact Person Richard T. Betz, Commissioner

Address 150 Miller Place

City/State Syosset, NY 17911

Telephone 516-677-5127

Fax # N/A

E-Mail Address rbetz@oysterbay-ny.gov

Company Town of Hempstead

Contact Person William Rockensies, PE, Commissioner of Engineering

Address 350 Front Street

City/State Hempstead, NY 11550

Telephone 516-489-5000

Fax # 516-489-0024

E-Mail Address wrockensies@tohmail.org

Company Town of North Hempstead Department of Public Works

Contact Person Paul DiMaria, Commissioner

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6710

Fax # N/A

E-Mail Address dimariap@northhempsteadny.gov

CERTIFICATION

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I, Lawrence H. Blond, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of December

2015

Joann Henzey
Notary Public

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913
Qualified in Suffolk County
Commission Expires May 6, 2018

Name of submitting business: LiRo Engineers, Inc.

By: Lawrence H. Blond, PE

Lawrence H. Blond
Print name

Lawrence H. Blond
Signature

Senior Vice President

Senior Vice President
Title

12 / 24 / 15
Date



BUSINESS HISTORY FORM ATTACHMENTS

9.) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by any other business? Yes, affiliates are listed below:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
LiRo Architects + Planners, P.C. - Common Ownership and Control
LiRo Architects & Engineers West, P.C. (NJ) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
LiRo Program and Construction Management, Inc. (CA) - Common Ownership and Control
LiRo Constructors, Inc. - Common Ownership and Control

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.

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

ATTACHMENTS TO BUSINESS HISTORY FORM

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

Established in 1983, The LiRo Group has grown from a local resident engineering and inspection company to a full-service program/construction management, engineering, architectural and environmental services firm. From the beginning, LiRo has placed a priority on direct, responsive communication with clients. Our commitment to working closely with clients at all project phases has played a significant role in our success – and that of our clients. It's also given us one of the industry's highest repeat business rates.

The LiRo Group is comprised of three affiliate firms, which collectively offer our clients a comprehensive, multi-disciplined array of professional services covering a project from initial conceptual design through construction completion. The affiliate firms include: LiRo Program and Construction Management, PE, P.C., LiRo Engineers, Inc., and LiRo Architects + Planners, P.C. Together, The LiRo Group is one of New



York's largest privately held engineering, architectural and construction management firms. With offices in New York, New Jersey and Connecticut, LiRo primarily serves public sector clients throughout the tri-state area.

LiRo is unique in that we offer a broad range of services - architecture, civil, structural, mechanical, electrical, traffic, and environmental engineering - coupled with tight project controls and practical construction knowledge. Currently the firm is ranked among the nation's top 30 construction management firms (*Engineering News Record*).

- i. **Date of formation:** 1925
- ii. **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner:**
Rocco L. Trotta, [REDACTED] Owner
- iii. **Name, address and position of all officers and directors of the company:**
Rocco L. Trotta, [REDACTED]
Luis M. Tormenta, [REDACTED] Vice Chairman
Lawrence S. Robert, [REDACTED] Senior Vice President, Chief Financial Officer
Michael Burton, [REDACTED] SVP & National Operations Manager
Michael Bailey, [REDACTED] Senior Vice President
Richard Schmalz, [REDACTED] Vice President
Peter Gerbasi, [REDACTED] Vice President
Robert Kreuzer, [REDACTED] Vice President
Alfred C. Bereche, [REDACTED] General Counsel
Lawrence Blond, [REDACTED] Senior Vice President and General Manager
Michael Rennard, [REDACTED] Vice President
- iv. **State of incorporation:** New York
- v. **The number of employees in the firm:** 487
- vi. **Annual revenue of the firm:** LiRo Engineers, Inc. 2014 Gross Revenue = \$112,597,000
- vii. **Summary of relevant accomplishments:**
LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.



LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

viii. **Copies of all state and local licenses and permits:** See attached.

B. Indicate the number of years in business: 90

C. Provide any other information indicating the Proposer's capacity and reliability to perform similar services.



Park Street / Beech Street Improvement Project, Atlantic Beach and East Atlantic Beach

RFP No. PW-H63400-03C

Project No. 63400

The LiRo Group's staff of 750 professionals includes 96 licensed Professional Engineers and 21 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.



**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

**LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.



Douglas E. Lentivech
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011862

John B. King Jr.
JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

Contract ID#: COPW12000004Department: Public Works

CLPW14000012

CF (Capital)**Contract Details****E-80-14 F**

SERVICE Engineering Management

NIFS ID # COPW12000004 NIFS Entry Date: 3/5/14 Term: from 12/3/2012 to 9/1/2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
CDM Smith LiRo Engineers Inc	46-1490304
Address	Contact Person
60 Crossways Park West, Suite 340, Woodbury NY 11797	Keith Kelly CDM
1 Aerial Way, Syosset, NY 11791	Joe Hurley LiRo
	Phone
	516-496-8400 CDM
	(516) 938-5476 LiRo

County Department
Department Contact
Kenneth Arnold
Address
1194 Prospect Ave Westbury, New York 11590
Phone
516-571-9607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved Initials	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	3/5/14	[Signature]
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	3/4/14	[Signature]
	OMB	NIFS Approval	<input type="checkbox"/>	3/12/14	Yes <input type="checkbox"/> No <input type="checkbox"/> No required if Blanket Res.
3/17/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/17/14	[Signature]
3/17/14	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/17/14	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	3/19/14	[Signature]
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	04/09/14	[Signature]
	Comptroller	NIFS Approval	<input type="checkbox"/>	4/20/14	[Signature]
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	3/21/14	[Signature]

Contract ID#: CQPW12000004Department: Public Works

Contract Summary

Description: Amendment 3 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by six months, clarifies payment terms and clarifies and modifies the scope to cover Exhibit C paragraph 6 - Overtime
Recommendation: Approve amendment 3 as submitted.

Advisement Information

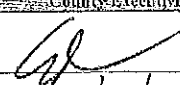
BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	DE
Object:	5CS
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$01

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	\$01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth ArnoldDate: 3/29/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: <u>Paula L. Davis</u>	Name: <u>Steve J. Salvioli</u>	Date: <u>3/21/14</u>
Date: <u>4/22/14</u>	Date: <u>4/22/14</u>	E #: <u>(For Office Use Only)</u>

E-80-14

RULES RESOLUTION NO. 92 2014

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 DEPARTMENT OF PUBLIC WORKS AND CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-7-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. to provide engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with CDM Smith and LiRo Engineers, Inc.

RULES RESOLUTION NO. -2014

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 DEPARTMENT OF PUBLIC WORKS AND CDM SMITH AND LIRO ENGINEERS, INC.

WHEREAS, the County of Nassau, has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. to provide engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with CDM Smith and LiRo Engineers, Inc.

George Muragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:

60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 46-1490304

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 3, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons

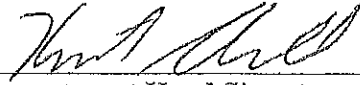
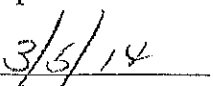
intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT THREE

AMENDMENT, dated as of _____, 2014 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars (\$25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy; and

WHEREAS, Amendment Two modified the term of the Amended Agreement, extending it to March 1, 2014 (the "Amended Term"), the scope of services to include the "Clean and Seed" program, and the Amount of Consideration for said services; and

WHEREAS, the County and the Contractor desire to modify the Amended Term and the Scope of Services for the Agreement as provided herein ("Agreement Amendment Three"); and

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

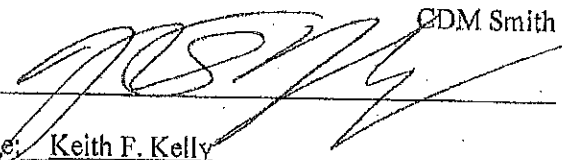
1. Term Extension. The Amended Term shall be further extended by 6 months so that the Amended Term of the Agreement shall expire on September 1, 2014.

2. Scope of Services. The Services under "Exhibit C paragraph 6 - Overtime" shall be modified as of the Effective Date of the Original Agreement to delete the first sentence of the paragraph starting with "Payment Voucher" and ending with "nature of services." and replaced with the following sentence:

"Given the nature of the services to be provided, the firm shall provide verbal notice to the Department when overtime is required and the Department may provide written or verbal authorization for such overtime."


3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Two shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement or as otherwise provided the Original Agreement.

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

By:  CDM Smith
Name: Keith F. Kelly


Title: Senior Vice President

Date: 8/22/2013

By:  LiRo Engineers, Inc.
Name: Lawrence H. Blond

Title: Senior Vice President

Date: February 25, 2014

By:  County of Nassau
Name: Richard F. Walker
Chief Deputy County Executive
Title: Deputy County Executive
Date: 5/16/14

PLEASE EXECUTE IN BLUE INK



COUNTY OF NASSAU)

On the 25th day of February in the year 2014 before me personally came Lawrence H. Blond to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr. Vice President of LiRo Engineers, Inc., 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

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5067913 - Suffolk County
Commission Expires May 6, 2014

Joann Henzer

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2011 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 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

COUNTY OF NASSAU)

On the 6 day of MAY in the year 2014 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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.

Conetta A. Petrucci

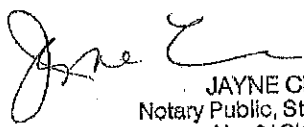
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01FEB258028
Qualified in Nassau County
Commission Expires April 02, 20...

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

On the 3rd day of March in the year 2014 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of CDM Smith, 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


JAYNE CICCONE
Notary Public, State of New York
No. 016206399
Qualified in Nassau County
Commission Expires May 18, 2017

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

On the 3rd day of _____ in the year 2011 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 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

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

On the ____ day of _____ in the year 2011 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 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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LiRo Engineers, Inc.

Address: 3 Aerial Way

City and State: Syosset, NY

Zip Code 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary) Address: 3 Aerial Way, Syosset, NY 11791

Rocco L. Trotta, PE, Chairman; Luis M. Tormenta, PE, CEO & Vice Chairman; Michael Bailey, PE, Sr. Vice President;
Michael Burton, PE, Sr. Vice President & General Manager; Alfred Bereche, Corporate Counsel/Secretary;
Lawrence S. Roberts, CFO & Senior Vice President; Michael Rennard, PE, Vice President;
Richard Schmalz, PE, Vice President; Lawrence H. Blond, PE, Senior Vice President & General Manager;
Robert Kreuzer, Vice President; Peter Gerbasi, PE, Vice President

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Rocco L. Trotta, PE, 3 Aerial Way, Syosset, NY 11791 - 100%

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.;
LiRo Program and Construction Management, PE P.C. ; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT);
LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Program and Construction Management, Inc.(CA)
LiRo Constructors, Inc.. Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman;
Michael Burton, PE, Senior Vice President & National Operations Manager

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: February 25, 2014

Signed: 

Print Name: Lawrence H. Blond, P.E.

Title: Senior Vice President & General Manager

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Camp Dresser McKee & Smith

Address: 60 Crossways Park West, Suite 340

City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:
 Public Corp. X Partnership Sole Proprietorship Joint Venture
 Ltd Liability Company Closely Held Corp. Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

CDM Smith Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 3/3/14

Signed: 

Print Name: Keith F. Kelly

ATTACHMENT A

Peter W. Tunnicliffe

[REDACTED]

Gary Kroll

[REDACTED]

Keith F. Kelly

[REDACTED]

Eduardo Galindo

[REDACTED]

Thomas Schoettle

[REDACTED]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: CDM Smith Inc.
Address: 60 Crossways Park West, Suite 340
City and State: Woodbury, NY Zip Code 11797
2. Firm's Vendor Identification Number: 04-2473650
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached

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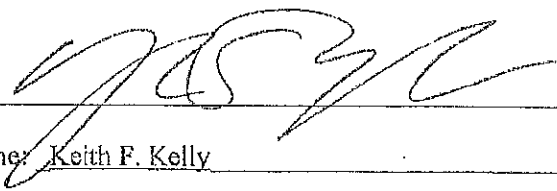
No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Camp Dresser McKee & Smith

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 3/3/14

Signed: 
Print Name: Keith F. Kelly
Title: Senior Vice President

CDM Smith Inc.
2014
BOARD OF DIRECTORS

<u>Name</u>	<u>Address</u>
Stephen J. Hickox Chairman of the Board	[REDACTED]
Charlene P. Allen	[REDACTED]
Thierry Desmaris	[REDACTED]
Stephen J. Hickox	[REDACTED]
Colleen Hughes	[REDACTED]
William K. O'Brien	[REDACTED]
Paul R. Shea	[REDACTED]
M. Stevenson Smith	[REDACTED]
Howard H. Stevenson	[REDACTED]
Peter W. Tunnicliffe	[REDACTED]
Robert L. VanAntwerp	[REDACTED]
Guillermo J. Vicens	[REDACTED]
Timothy B. Wall	[REDACTED]
Gae A. Walters	[REDACTED]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

Contract ID#: COPW12000004Department: Public Works

CLPW/3000043

E-19013

CF (Capital)**CF****Contract Details**

SERVICE Engineering Management

NIFS ID #: CLPW13000043 NIFS Entry Date: 8/28/13 Term: from 10/1/2013 to 3/1/2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
CDM Smith LIRo Engineers Inc	13-1974950
Address	Contact Person
60 Crossways Park West, Suite 340, Woodbury NY 11797	Keith Kelly CDM
1 Aerial Way, Syosset, NY 11791	Joe Hurley LIRo
	Phone
	516-496-8400 CDM
	(516) 933-5476 LIRo

County Department
Department Contact
Kenneth Arnold
Address
1194 Prospect Ave Westbury, New York 11590
Phone
516-571-9607

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Leg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	8/28/13	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	8/16/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	8/23/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/29/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	8/29/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	<input type="checkbox"/>	8/30/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	8/30/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>			
	County Attorney	NIFS Approval	<input type="checkbox"/>	8/10/2013	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	9/12/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	9/20/13	<i>[Signature]</i>	

Contract ID#: COPW12000004Department: Public Works

Contract Summary

Description: Amendment 2 - Contract Management STEP Program and Environmental Emergency associated with sewer Overflows
Purpose: Due to the emergency conditions caused by the effects of Hurricane Sandy, the County has partnered with FEMA to implement Sheltering and Temporary Essential Power (STEP) Program and the assessment and remediation of homes impacted by sanitary waste.
Method of Procurement: The contractor was selected through an competitive RFP process.
Procurement History: The contractor was selected through an competitive RFP process.
Description of General Provisions: The contract is associated with the implementation of the County's STEP Program. Work includes management of the assessment, contracting with STEP Contractors and inspection of work. For the environmental remediation work the scope is the same except that the County has procured the services of the remedial contractors.
Impact on Funding / Price Analysis: The contract work is anticipated to be reimbursed partially by FEMA
Change in Contract from Prior Procurement: This amendment extends the contract by six months, clarifies payment terms and clarifies and modifies the scope to cover outreach, management services associated with the exterior cleaning of sewer impacted residences and FEMA closeout requirements.
Recommendation: Approve amendment 2 as submitted.

Advisement Information

BUDGET CODES	
Fund:	FEM
Control:	4000
Resp:	
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	Emergency associated with Hurricane Sandy	\$01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$01

Document Prepared By: Kenneth ArnoldDate: 9/20/13

RFPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into MIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <u>[Signature]</u>	
Name <u>[Signature]</u>		Name <u>Steve Schriber</u>		Date <u>9/20/13</u>	
Date <u>9/12/13</u>		Date <u>9/12/13</u>		(For Office Use Only)	
				E #:	

E 190-13

RULES RESOLUTION NO. ²⁶⁵ 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
WORKS, AND CDM SMITH AND LIRO ENGINEERS, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management of the Sheltering and Temporary Essential Power Pilot Program ("STEP Program") and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with CDM Smith and LiRo Engineers, Inc.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND CDM SMITH AND LIRO ENGINEERS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with CDM Smith and LiRo Engineers, Inc. in connection with contract management of the Sheltering and Temporary Essential Power Pilot Program (“STEP Program”) and environmental emergency services associated with sewer overflows caused by the effects of Superstorm Sandy, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with CDM Smith and LiRo Engineers, Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: CDM Smith/LiRo Engineers Inc

CONTRACTOR ADDRESS:

60 Crossways Park West, Suite 340, Woodbury NY 11797
1 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1974950

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 3, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a request for proposals. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons

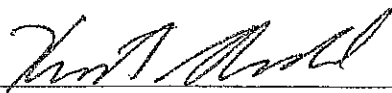
intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

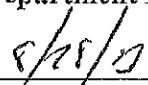
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: CDM Smith Inc.
Address: 60 Crossways Park West, Suite 340
City and State: Woodbury, NY Zip Code 11797
2. Firm's Vendor Identification Number: 04-2473650
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)

See Attached

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Camp Dresser McKee & Smith

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 8/22/13

Signed: 

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith Inc.
2013
BOARD OF DIRECTORS

<u>Name</u>	<u>Address</u>
Richard D. Fox Chairman of the Board	[REDACTED]
Charlene P. Allen	[REDACTED]
Paul G. Camell	[REDACTED]
Stephen J. Hickox	[REDACTED]
Alex H. Makled	[REDACTED] East [REDACTED] 6
John D. Manning	[REDACTED]
William K. O'Brien	[REDACTED]
Paul R. Shea	[REDACTED]
M. Stevenson Smith	[REDACTED] 0
Howard H. Stevenson	[REDACTED]
Robert L. VanAntwerp	[REDACTED]
Guillermo J. Vicens	[REDACTED]
Timothy B. Wall	[REDACTED] MA 02132
Gae A. Walters	[REDACTED]

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Camp Dresser McKee & Smith

Address: 60 Crossways Park West, Suite 340

City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 04-2473650

3. Type of Business:
 Public Corp. X Partnership Sole Proprietorship Joint Venture
 Ltd Liability Company Closely Held Corp. Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

CDM Smith Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 8/22/13

Signed: 

Print Name: Keith F. Kelly

ATTACHMENT A

1. Milledge S. Smith
[REDACTED]
2. Peter W. Tunncliffe
[REDACTED]
3. William S. Howard
[REDACTED]
4. Daniel M. Gerrity
[REDACTED]
5. Gary Kroll
[REDACTED]
[REDACTED] 809
6. Keith F. Kelly
[REDACTED]
[REDACTED] 4
7. Eduardo Galindo
[REDACTED]
[REDACTED]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LiRo Engineers, Inc.

Address: 3 Aerial Way

City and State: Syosset, NY

Zip Code 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary) Address: 3 Aerial Way, Syosset, NY 11791

Rocco L. Trotta, PE, Chairman; Luis M. Tormenta, PE, CEO & Vice Chairman; Michael Bailey, PE, Sr. Vice President;

Michael Burton, PE, Sr. Vice President & General Manager; Alfred Bereche, Corporate Counsel/Secretary;

Lawrence S. Roberts, CFO & Senior Vice President; Michael Rennard, PE, Vice President;

Richard Schmalz, PE, Vice President; Lawrence H. Blond, PE, Senior Vice President & General Manager;

Robert Kreuzer, Vice President; Peter Gerbasi, PE, Vice President

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Rocco L. Trotta, PE, 3 Aerial Way, Syosset, NY 11791

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

The following entities are affiliates through common ownership by Rocco Trotta: LiRo Architects + Planners, P.C.;

LiRo Program and Construction Management, PE P.C. ; LiRo Architects and Engineers West, P.C.; LiRo Architects & Engineers, P.C. (CT);

LiRo Architects & Engineers, P.C. (PA); LiRo Consulting Engineers, P.C.; LiRo Program and Construction Management, Inc.(CA)

LiRo Constructors, Inc.. Common officers of all LiRo affiliates: Rocco Trotta, Chairman; Luis Tormenta, CEO & Vice Chairman;

Michael Burton, PE, Senior Vice President & National Operations Manager

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: August 19, 2013

Signed: 

Print Name: Lawrence H. Blond, P.E.

Title: Senior Vice President & General Manager

AMENDMENT TWO

AMENDMENT, dated as of _____, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor" or the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on December 3, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars (\$25,000,000) (the "Maximum Amount");

WHEREAS, Amendment One modified both the term of the Original Agreement, extending it to September 30, 2013 (the "Amended Term"), and the scope of the services to enhance the efficacy of the STEP program's services to Nassau County home's damaged by Superstorm Sandy;

WHEREAS, the County will provide additional Superstorm Sandy recovery assistance to residents in certain areas through exterior environmental clean-up; and

WHEREAS, the County and the Contractor desire to modify the Amended Term, the Scope of Services and the Amount of Consideration for the Agreement as provided herein ("Agreement Amendment Two"); and

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

1. Term Extension. The Amended Term shall be further extended by 6 months so that the Amended Term of the Agreement shall expire on March 31, 2014.

2. Scope of Services. The Services shall be modified to add the following within the scope of services of the Original Agreement. Exhibit B, Task B of the Original Agreement shall be modified to allow the Contractor to provide additional support to the County's external environmental program ("Clean and Seed"). Additional services shall consist of the following:

- a. Performing assessments of properties in order to determine the square footage of soil, hardscape, structures, and vegetation to be cleaned/removed.
- b. Coordinating and scheduling work with the cleanup firms and/or Nassau County staff and the homeowner.
- c. For work completed by County forces, the Contractor's role and responsibility shall be limited to scheduling, assessments and support for documentation of home owner acceptance of the work.
- d. For the purpose of potential reimbursement through FEMA for the work being performed, the Contractor shall document work performed...
- e. The Contractor shall provide additional support necessary respond to additional requests from FEMA in order to close out County's external environmental program work orders.

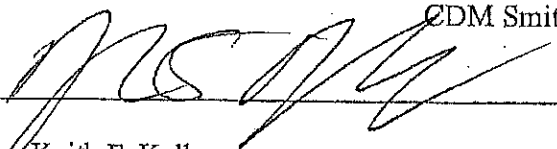
3. For billing purposes, the term Program Management in this Contract shall include:

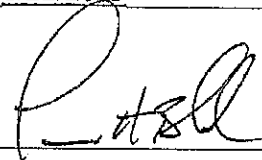
- program management;
- project management
- management and administrative tasks in support of inspections and work orders;
- communication and meetings with homeowners, contractors and the County;
- development of contractor bid documents for unit pricing, evaluation of contractor bids;
- preparation of invoices;
- quality control;
- audit support;
- certified payroll analysis;
- environmental assessment coordination;
- data management;
- report development;
- contractor invoice review;
- scheduling work;
- outreach efforts;
- document control and filing;
- progress inspections and photographic documentation of homes and work;


- requests for information and supporting documentation from FEMA for FEMA compliance and the County.
 - FEMA required documentation production;
 - other tasks as assigned by County
4. Reimbursement for lodging and meals shall be allowed and paid on a GSA per diem basis. Airfare, rental cars, and other reasonable travel expenses shall be allowed as reimbursable expenses. Receipts will not be required for meals or other per diem expenses. Computers, printers, cameras, and other purchases made in support of the program will be allowed as reimbursable expenses. At the end of the project these purchases become the property of the County.
 5. Due to the complexity of coordination with the affected homeowners and the number of homes addressed under this project labor hours and/or expenses are not required to be tracked to individual homes, STEP IDs.
 6. The STEP Guidance, Appendix A of the Original Agreement, Section VII paragraph G references that the maximum that can be considered for reimbursement is \$10,000 per residential unit. The Department can authorize work to be done in excess of this limit if it is determined that this work will allow for successfully reaching the goal of the STEP Program. Additionally there is no limit to the amount which may be expended on a given home or residential unit for Environmental Phase 1 or Environmental Phase 2. FEMA reimbursement policies are not relevant to the type of work performed or the cost of the work.
 7. The STEP Guidance, Appendix A of the Original Agreement, Section VII, paragraph M references various work that is eligible for rapid exterior repairs. The Department can authorize additional work scope, ie the installation of subfloors, if it is determined that this work supports the goals of the STEP Program. The installation of subfloors under this Contract is authorized.
 8. Due to the dynamic nature of the work, and unanticipated reporting requirements imposed by outside agencies, the Contractor shall track all costs as either program management or field operations. The contractor shall not exceed the combined total not to exceed amount. The contractor shall present billing statements segregated by either program management or field operations only. Invoices shall be segregated by billing multiplier; either 2.75 for program management or 2.3 for field operations.

9. Amount of Compensation. The Services shall be modified to add the following within the scope of services of the Original Agreement .
Exhibit C Payment Schedule the following shall be amended:
Management and Field Inspection Services associated with the Exterior Remedial Work for Homes impacted by Sanitary Sewage (multiplier on approved wage rate schedule) 2.75 for Management Services and 2.30 for Field Inspection Services and Not to Exceed Cost of Four Hundred Fifty Nine Thousand Nine Hundred Twenty Five Dollars (\$459,925).
10. The County reserves the right to assign work on an as needed basis in accordance with the base agreement. The contractor shall provide detailed cost estimates for any additional work. The County shall at its sole direction approve any additional scope if an acceptable cost estimate is received from the Contractor. Any additional scope and or cost will be additive but shall not to exceed current contract value of \$25,000,000.
11. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Two shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement or as otherwise provided the Original Agreement.

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

By:  CDM Smith
Name: Keith F. Kelly
Title: Senior Vice President
Date: 8/22/2013

By:  LiRo Engineers, Inc.
Name: Lawrence A. Lewis
Title: Senior Vice President
Date: 8/23/13

By:  County of Nassau
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 9/20/13

PLEASE EXECUTE IN BLUE INK

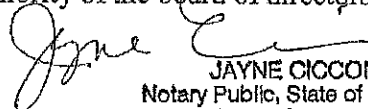
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of August in the year 2013 before me personally came Keith F. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the SR VP of CDM Smith, Inc. 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



JAYNE CICCONE
Notary Public, State of New York
No. 016206399
Qualified in Nassau County
Commission Expires May 18, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2011 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 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.

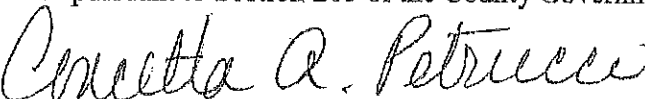
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of September in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE828026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 23rd day of August in the year 2013 before me personally came Lawrence H. Blond, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Senior Vice President of LiRo Engineers, Inc., 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

JOANN HENZEY
NOTARY PUBLIC, State of New York
No. 01HE5057913 – Suffolk County
Commission Expires May 6, 2014

Joann Henry

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

On the ____ day of _____ in the year 2011 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 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

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

On the ____ day of _____ in the year 2011 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 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

AMENDMENT ONE

AMENDMENT, dated as of _____, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) CDM Smith, a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPW12000004 between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering and construction management services associated with the Sheltering and Temporary Essential Power Pilot Program ("STEP Program"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 3, 2012 through March 30, 2013 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was twenty five million dollars (\$25,000,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the original term; and,

WHEREAS, the County and the Contractor desire to modify the terms in Exhibit B - Detailed Scope of Services and Exhibit C - Payment Schedule and

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

1. Term Extension. The effective date of the agreement shall be changed from December 3, 2012 to November 8, 2012. The Term of the Original Agreement shall be extended by 6 (six) months so that the termination of the original agreement, as amended by this amendment (the "Amended Agreement") shall be September 30, 2013.

2. Exhibit B, Detailed Scope of Services. Task A shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional outreach services to include;

- a. Update flyer with description of program and updated end date for assessments and distribute on behalf of the County.

- b. Reach out and present to churches and other civic groups with information about program.
- c. Outreach to FEMA resources for training and update on information.
- d. Establish Facebook page and utilize to provide information and feed back.
- e. Assist in monitoring existing Nassau OEM twitter account, provide updates and answer feedback.
- f. Extraordinary efforts to contact residents of the County that were previously contacted and may be eligible for the program but have not responded to numerous attempts to contact them.

3. Exhibit B, Detailed Scope of Services. Task B shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional support for the 30 day closeout period to include;

- a. Mailing of certified letters to residents that previously indicated interest in the Program but then did not respond after numerous attempts to contact them.
- b. Management of additional construction scope changes; late addition and approval of the installation of subfloors in affected homes.
- c. Work related to the extension of deadlines for the enrollment into the program. The original date of enrollment was December 8, 2012 and was extended twice, December 31, 2012 and January 18, 2013.

4. Exhibit B, Detailed Scope of Services. Task C shall be modified to add the following within the scope of the Contract. The Contractor shall provide management and inspection associated with the remedial work to be done on the exterior of the properties affected by the discharge of sanitary waste.

5. Exhibit B, Detailed Scope of Services. Task B and C shall be modified to add the following within the scope of the Contract. The Contractor shall provide additional support necessary to respond to scope related changes and additional requests from FEMA in order to close out all homeowners work orders.

Exhibit C Payment Schedule. The following sentence "Not to Exceed Cost of Two Hundred Fifty Thousand Dollars (\$250,000) for each five hundred (500) assessments completed" shall be followed by; The Not To Exceed Cost shall be determined as follows:

<u>Number of Assessments</u>	<u>Fee</u>
0-500	\$250,000
501-1000	\$500,000
1001-1500	\$750,000
1501-2000	\$1,000,000
2001-2500	\$1,250,000
2501-3000	\$1,500,000
3001-3500	\$1,750,000
3501-4000	\$2,000,000

6. Exhibit C Payment Schedule. The following shall be added;
Outreach Services
 (multiplier on approved wage rate schedule) 2.75 and
 Not to Exceed Cost of Sixty Nine Thousand One Hundred Twenty Dollars (\$69,120).

30 Day Closeout Period

(multiplier on approved wage rate schedule) 2.75 and
Not to Exceed Cost of One Hundred Fifty Two Thousand Seven Hundred Twenty One Dollars (\$152,721).

Management and Inspection Services associated with the Exterior Remedial Work for Homes impacted by Sanitary Sewage

(multiplier on approved wage rate schedule) 2.30 and
Not to Exceed Cost of One Hundred Seventeen Thousand Nine Hundred Twenty Five Dollars (\$117,925).

Additional FEMA Support Services

(multiplier on approved wage rate schedule) 2.75 and
Not to Exceed Cost of Ninty Four Thousand Two Hundred Eighty Dollars (\$94,280).

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

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

CDM Smith

By: [Signature]

Name: Keith F. Kelly

Title: Senior Vice President

Date: March 27, 2013

LiRo

By: [Signature]

Name: LAURENCE A. BLOND

Title: SR. Vice President

Date: 3/28/13

County of Nassau

By: [Signature]

Name: Richard R. Walker

Title: Deputy County Executive

Date: 5/13/13

PLEASE EXECUTE IN BLUE INK

SS.:

STATE OF NEW YORK)

SS.:

STATE OF NEW YORK)

ISS.:

CONCETTA A. PIETRUCCI
Notary Public, State of New York
No. 019754258020
Qualified in Nassau County
Commission Expires April 02, 2016

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December, 3, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting by and through the Nassau County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 ("DPW"), (ii) CDM Smith Inc., a corporation, having its principal office at 60 Crossways Park West, Suite 340, Woodbury, New York 11797; and (iii) LiRo Engineers, Inc., a corporation with offices at 3 Aerial Way, Syosset, New York 11791 (collectively with CDM Smith, the "Contractor").

WITNESSETH:

WHEREAS, pursuant to section 24 of the New York State Executive Law, a local state of emergency was declared on October 27, 2012, for the whole of the County of Nassau due to Hurricane/Superstorm Sandy ("Natural Disaster") and remains in full force and effect; and

WHEREAS, as a result of this Natural Disaster, many residents of the County of Nassau have been displaced from their homes and their places of residence have become uninhabitable and unsafe as a result of a loss of power, electric, heat and water; and

WHEREAS, as a result public health, safety and welfare remain threatened and recovery efforts from the Natural Disaster remain hampered; and

WHEREAS, Nassau County desires to enable residents to return to or remain in their homes as a form of shelter; and

WHEREAS, said displaced residents of the County of Nassau require emergency protective measures and temporary repairs to enable them to shelter in their own homes; and

WHEREAS, Nassau County desires to implement effective temporary measures for the return of its residents to their homes; and

WHEREAS, such actions are necessary in furtherance of the recovery efforts from the Natural Disaster; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") established the "Sheltering and Temporary Essential Power Pilot Program" ("STEP Program") to, among other things, enable local governments to help members of their communities to shelter in their own homes, and the County of Nassau desires to avail itself and its residents of the aid and benefits of the STEP program, which program is more particularly described in the FEMA Recovery Program Guidance attached hereto and thereby made part hereof as Appendix A; and

WHEREAS, Contractor has the required ability, skill and resources to manage and supervise the necessary sequence of events and provide and oversee the necessary trade expertise to perform temporary repairs and implement the STEP program to enable County residents to return to their homes; and

WHEREAS, the County and Contractor mutually recognize the importance of safeguarding the health and well-being of Nassau County residents as they return to their homes during times of natural disasters (including but not limited to hurricanes) or other emergencies; and

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

1. Term. This Agreement shall commence on the date of full execution of the Agreement by all parties hereto and expire on March 30, 2013, unless sooner terminated in accordance with the provisions of this Agreement; provided that the Department may renew this Agreement for an additional period of three months.

2. Services. Contractor shall: (a) provide a sufficient number of licensed electricians, carpenters and plumbers and necessary supplies, materials and equipment to: (i). inspect homes designated by the County or DPW, subject to execution by each home owner of the FEMA Right of Entry Permit, attached hereto and made part hereof as Exhibit E ("ROE"), to determine whether the conditions at such locations require work to provide temporary: exterior repairs, and/or electricity, and/or heating and/or hot water sufficient to allow residents to reside therein; and (ii) to perform all work eligible for repair within the parameters of the STEP program, as described in Exhibit B, any mutually agreed upon changes necessary to provide temporary repairs, restoration of electricity, and/or heating and/or water at such locations to allow residents to shelter therein;

(b) Execute contracts with contractors selected by the County and other entities as necessary and approved by the County to perform the assessments and temporary work contemplated herein, the cost of which shall be reimbursed by the County.

(c) Provide all necessary administrative support and services to ensure proper management and implementation of the STEP program.

(d) Provide general inspection services in connection with the removal and clearing of Natural Disaster-generated sewage debris from residential homes in Nassau County

3. Scope of Work. The scope of work necessary to accomplish each step of the Services set forth in 2. above shall be performed consistent with the attached Scope of Work, annexed hereto as Exhibit B.

4. Payment. (a) Amount of Consideration. The cost for the services described in 2. above shall be in accordance with the attached fee per service schedule, annexed hereto as Exhibit C. Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Twenty-five Million (\$25,000,000) dollars.

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

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services or when such claim became known, whichever is longer, that are the subject of the claim and no more frequently than once a month. The County will make its best efforts to make payments within thirty (30) days of submittal of an approvable voucher.

(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 Contractors and any funding source including the County.

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

(f) Reimbursement to County. Contractor shall provide administrative staff and record keeping resources to assist the County/OEM in obtaining reimbursement from non-County sources, including but not limited to reimbursement from FEMA, for the emergency services described herein.

5. Independent Contractor. Contractors are independent contractors of the County. Contractors shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor's 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. Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.⁸

Minimum Service Standards. Regardless of whether required by Law: (a) The Contractors shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), to the extent arising out of or in connection with negligent acts, or omissions, or willful misconduct of the Contractor, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Notwithstanding any other provisions of this Agreement, County recognizes that contractor has and will be performing work involving hazardous wastes and materials and direct work for residential homeowners which work involves legal exposure and higher risks than are involved in the Contractor's normal services and work. County and Contractor therefore agree that to the fullest extent permitted by law, County shall indemnify, defend and hold harmless the Contractor and its members, shareholders, partners, agents, officers, directors, employees, affiliates and subsidiaries (the "Contractor Parties") from and against all claims (including third party claims for personal injury or real or personal property damage), damages, losses and expense, whether direct, indirect, or consequential, arising out of or resulting from (i) the service or work of the Contractor Parties or Contractor Agents (or the associated residential environmental assessments and debris removal activity) or (ii) the acts, omissions or work of the others which arise out of, are

related to, or are based upon, the services or the actual or threaten presence, or suspected presence dispersal, discharge, escape, release or saturation of hazardous or toxic substances, fumes or gases in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects (d) dwellings or (e) any tangible or intangible matter, whether sudden or not and whether existing prior to the date of this Agreement. The indemnification of this paragraph 9 (b) shall not apply to claims, damages, losses or expenses which result from the negligence or intentionally wrongful acts of the Contractor in providing services pursuant to this Agreement, or the willful or reckless disregard by the Contractor of its obligations under this Agreement.

(c) Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors' own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractors' indemnification obligations, Contractor's shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) Contractor shall, and shall cause Contractor's 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 Contractors and/or a Contractor's Agent in connection with this Agreement.

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement; (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) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, if Contractor is self-employed and is not required to carry Workers' Compensation Insurance, Contractor shall submit a letter indicating same, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. Contractors' shall require any subcontractor hired in connection with this Agreement to carry insurance with no less than the same limits and provisions required to be carried by the Contractor under this Agreement.

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

the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement and failure to cure such breach within 10 days following receipt of notice thereunder from the County; (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 Contractors. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractors Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the

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

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

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

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

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

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

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

behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

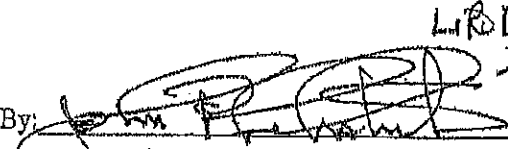
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

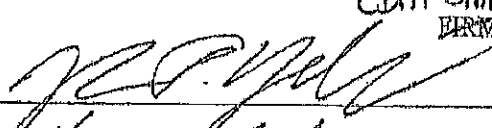
22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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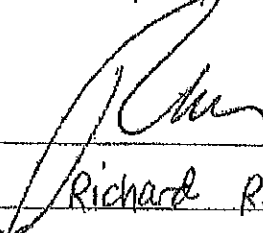
IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By: 
Name: JOHN P. LEASOTIS
Title: PRESIDENT
Date: 3 DECEMBER 2012

L.R. Engineering Inc.
EIRM

By: 
Name: Kenneth P. Kaur
Title: SENIOR VICE PRESIDENT
Date: 12/3/12

CDM Smith Inc.
EIRM

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 12/3/12

County of Nassau

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

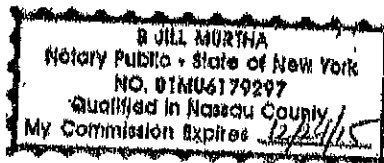
189.

COUNTY OF NASSAU)

On the 3 day of December, In the year 2012 before me personally came John P. Iekstins to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of LIR Engineering Inc., 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

Boyd



STATE OF NEW YORK)

154.

COUNTY OF NASSAU)

On the ____ day of _____, In the year 2012 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

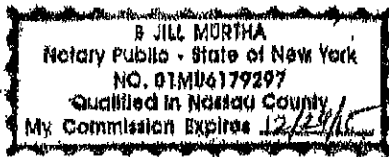
STATE OF NEW YORK)

88.:

COUNTY OF NASSAU)

On the 3 day of December in the year 2012 before me personally came Kath E. Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Senior Vice President of Omni South Inc., 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
[Signature]



STATE OF NEW YORK)

135.

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2012 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

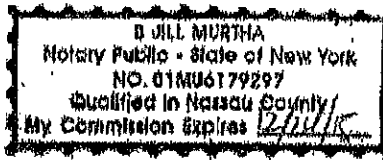
STATE OF NEW YORK)

)59.1

COUNTY OF NASSAU)

On the 3 day of December In the year 2012 before me personally came Richard P. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the vice president of Nassau County, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)88.7

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2012 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A
Emergency Declaration

EDWARD P. MANGANO
County Executive



COUNTY OF NASSAU
OFFICE OF THE NASSAU COUNTY EXECUTIVE
1550 Franklin Avenue
Mineola, New York 11501

November 27, 2012

Michael F. Byrne
Federal Coordinating Officer
Federal Emergency Management Agency
118-35 Queens Boulevard
Queens, New York 11375

Subject: FEMA-4085-DR-NY Request for Implementation of the FEMA Sheltering and Temporary Essential Power (STEP) Pilot Program in Nassau County

Dear Mr. Byrne:

I am providing this writing in support of, and to memorialize, Nassau County's request that the Federal Emergency Management Agency (FEMA) implement the Sheltering and Temporary Essential Power (STEP) Pilot Program for residential properties that was issued on November 16, 2012 and authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 403, 42 U.S.C. 5170b (a)(3)(B) and (D), and 5170b(a)(4).

Nearly three weeks after the landfall of Hurricane Sandy, Nassau County continues to have at least 2,000 households without power, heat, and/or hot water. Quite a few homeowners (constituting at least half of those currently without power, heat, and/or hot water) refuse to leave their homes, notwithstanding the lack of essential power and heat and, thus, are residing under hazardous conditions, and conditions that pose a threat to their health and safety given that winter is upon us. Additionally, many homeowners have been displaced and are living in other quarters, such as shelters and trailers, in locations that make it more difficult for them to commute to work and to transport their children to their schools. A good number of those homeowners have residences that would be appropriate for sheltering but for the lack of essential power and heat.

Without immediate government intervention and assistance, many of these households may be further exposed to the ravages of nature and without power, heat and/or hot water for months, including over the winter, creating an immediate and undue threat to public health and safety. Accordingly, the County requests the urgent emergency protective measures available through STEP to save lives and protect property.

Documentation of Public Health and Safety Threat:

As required by 44 C.F.R. 206.225, the County has determined that it is in the public interest to provide temporary power, heat and/or hot water to occupants of residential properties in order to protect the public health and safety of its citizens. Please see the attached Executive Orders that declared a State of Emergency in Nassau County on October 27, 2012, (Executive Order Number 2 of 2012) and extended that State of Emergency for an additional 30 days (Executive Order Number 19 of 2012), and the attached letter from Doctor Lawrence Eisenstein, the Commissioner of the Nassau County Department of Health.

Legal Responsibility:

In accordance with 44 C.F.R. 206.223 (a)(3), we understand that the County must have the legal responsibility to perform the emergency work at issue – in this case, providing temporary power, heat and/or hot water to all residential structures within the scope of STEP. The County has the legal responsibility pursuant to section 25 of the New York State Executive Law to use any and all of its facilities, equipment, supplies, personnel and other resources in such manner as may be necessary or appropriate to cope with a disaster or any emergency resulting therefrom, as well as the general responsibility under sections 308 and 347 of the New York State Public Health Law and section 901 of the Nassau County Charter to protect public health and safety throughout Nassau County.

Implementation Plan:

It is the intent of the County to implement STEP as follows:

1. Intake: Residents interested in participating in STEP will be able to call the County's Office of Constituent Affairs for information and intake services.
2. Assessment: Contract for assessments of residences to determine what if any STEP measures are necessary and that they are eligible for.
3. Emergency Protective Measures Work: Contract for eligible STEP work as determined by the assessments.

The County will seek reimbursement through the FEMA Public Assistance program for eligible STEP work conducted or contracted by the County. The County acknowledges that eligible costs must be reasonable and are limited to \$10,000 per residential unit to include equipment materials, labor and any associated inspection fees that are necessary to accomplish that is eligible under STEP unless an exception is made after written determinations by the Governor's Authorized Representative (GAR) and Federal Coordinating Officer (FCO).

Additional Conditions for STEP Implementation:

1. The County will determine the elements of the STEP Pilot Program (Residential Electrical Meter Repairs; Shelter Essential Measures; and Rapid Temporary Exterior Repairs) it intends to use by designated county locations.
2. The County will identify the residences potentially appropriate for STEP pursuant to the November 16, 2012 FEMA STEP Guidance.

3. The County will abide by the time limits provided for in the aforesaid FEMA STEP Guidance.

4. The County will utilize a GFEMA approved Right of Entry (ROE) agreement and will obtain a signed ROE agreement from each residential property owner for the type of work to be performed under the STEP Pilot Program.

5. The County will accelerate and facilitate the issuance of all electrical or other permits required to complete the eligible work and will arrange, accelerate and facilitate any and all inspections required by the State or municipal law.

6. The County will comply with the Federal procurement standards in 44 CFR 13.36 for contracted work under STEP.

7. The County will rely on assistance from FEMA through its Community Relations staff to provide additional outreach to county residents.

8. The County will provide FEMA and the State on a periodic basis, as determined by FEMA and the State, with a list of residences that receive assistance under STEP to include: owner/occupant's name, address, and FEMA registration number if applicable.

By affixing my signature hereto, I represent that I am duly authorized to make this request on behalf of the County.



Edward P. Mangano
Nassau County Executive

Cc: Governor's Authorized Representative

EXECUTIVE ORDER

NUMBER 2 - 2012

EDWARD P. MANGANO, County Executive of the County of Nassau, pursuant to the powers vested in me by the Nassau County Charter and the laws of the State of New York, including Section 24 of the New York State Executive Law, and the Nassau County Charter, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this County, hereby exercise that authority and declare as follows:

WHEREAS, Hurricane Sandy is forecast to impact Long Island, including Nassau County; and

WHEREAS, this situation threatens the public safety; and

IT IS HEREBY ORDERED that a State of Emergency is declared and exists in Nassau County effective at 5:00 p.m. on October 27, 2012.

IT IS FURTHER ORDERED, that this State of Emergency will remain in effect until rescinded by a subsequent order.

IT IS FURTHER ORDERED, that all departments and agencies of the County of Nassau are hereby directed to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

Dated: Oct. 27, 2012


EDWARD P. MANGANO
COUNTY EXECUTIVE

RECEIVED

NOV 05 2012

NASSAU COUNTY
COUNTY CLERK'S OFFICE

EXECUTIVE ORDER NO. 5 - 2012

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY

WHEREAS, pursuant to section 218-a of the New York State County Law, the County Executive is responsible for designating the agency of county government responsible for administering the delinquent interest charges for school and general taxes for tax year 2011/12 incurred on or after November 1, 2012; and

WHEREAS, responsibility for managing the county's delinquent interest charges for late taxes is presently vested in the Nassau County Treasurer's Office; and

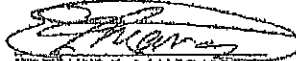
WHEREAS, due to the extraordinary weather conditions and the declaration of emergency by the Governor of the State of New York;

WHEREAS, I have previously declared a state of emergency in the County of Nassau, it is

ORDERED, if not so already designated, the Treasurer's Office is hereby designated, the agency within Nassau County government responsible for administering the penalties of late taxes, and

ORDERED that the current deadline of October 31, 2012 as the date for administering late taxes is extended to November 5, 2012; and be it further

ORDERED, that this Executive Order shall take effect immediately.


EDWARD F. MANGANO
COUNTY EXECUTIVE

Dated: October 29, 2012

RECEIVED
NOV 05 2012
NASSAU COUNTY
COUNTY CLERKS OFFICE

EXECUTIVE ORDER

NUMBER 6 - 2012

EDWARD P. MANGANO, the County Executive of the County of Nassau, pursuant to the powers vested in me by the Laws of the State of New York, including Section 24 of the New York State Executive Law, the County Government Law of Nassau County (the "County Charter") and the Administrative Code of the County of Nassau, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being and health of all citizens of this County, hereby exercises that authority and declares as follows:

WHEREAS, pursuant to Executive Order 2-2012, duly and lawfully issued and promulgated on October 27, 2012, the County Executive declared an existing State of Emergency for Nassau County; and

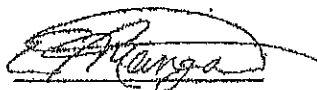
WHEREAS, such State of Emergency continues and still exists and due to this State of Emergency, the Bay Park Sewage Treatment Plant is not operational; now, therefore, it is hereby

ORDERED, that a Conserve Water Order is declared for that portion of the County serviced by the Bay Park Sewage Collection District; and it is further

ORDERED, that all residents of Nassau County within the Bay Park Sewage Collection District are hereby directed avoid contact with sewage; to wear gloves and use soap and water for any required clean-up; to disinfect with a 10% household bleach solution any area that has come into contact with sewage; to discard any items that cannot be adequately cleaned; to limit water usage immediately and not water their lawns; to limit laundry and washer/dryer usage to full loads; to shorten shower and bathing time; to limit flushing toilets and to exercise caution so as to avoid contact with sewage; and it is further

ORDERED, that this Conserve Water Order will remain in effect until rescinded by Order of the Commissioner of Health.

DATED: OCTOBER 30, 2012



EDWARD P. MANGANO

COUNTY EXECUTIVE

RECEIVED

NOV 05 2012

NASSAU COUNTY
COUNTY CLERK'S OFFICE

NASSAU COUNTY EXECUTIVE
EXECUTIVE ORDER 7 OF 2012

WHEREAS, Hurricane Sandy has disabled critical infrastructure and disrupted government services in Nassau County, and the storm has caused the failure of certain machinery and equipment necessary to the operation and functionality of the Bay Park Sewage Treatment Plant System, and

WHEREAS, the Bay Park Sewage Treatment Plant System provides essential sanitary services for more than one half million Nassau County residents, and infiltration of 9.5 feet of sea water has caused the failure of the machinery and equipment at the Bay Park Sewage Treatment Plant System resulting in the backup of sewage into certain homes of Nassau County residents, and other critical structures in the Bay Park Sewage District, such as schools and hospitals, and

WHEREAS, the Laws of the State of New York and the Charter of the County of Nassau empower the County Executive to act to protect the public health, and

WHEREAS, the County Executive, the Governor and the President have declared a State of Emergency exists in Nassau County in response to Hurricane Sandy's impact upon the East Coast of the United States, and said State of Emergency still exists, and

WHEREAS, raw sewage in the basements of residential structures and other structures in the County of Nassau poses a threat to the health of County's residents, and

WHEREAS, the Nassau County Department of Health has consulted with the national Centers for Disease Control and Prevention, the United States Environmental Protection Agency, the New York State Department of Environmental Conservation, and other public health experts, and

WHEREAS, the Nassau County Health Commissioner has issued a protocol consistent with CDC guidelines for the cleanup of property affected by sewage backup, and for the disposal of waste from this cleanup and for discarded items which cannot be cleaned,

IT IS HEREBY ORDERED that County Residents clearing sewage from their basements or other flooded structures shall do so in compliance with the protocol issued by the Nassau County Department of Health, and it is further

ORDERED that all Departments of Sanitation, private sanitation companies, and Sanitary Districts within the County of Nassau shall accept and dispose of all such waste and items disposed of in compliance with the protocol issued by the Nassau County Department of Health, and it is further

ORDERED, that the Nassau County Department of Health may promulgate rules necessary for the implementation of this Executive Order, and shall be responsible for enforcing the directives of this Order, and may impose such penalties as may be appropriate, to the fullest extent as allowed by law.

DATED: NOVEMBER 1, 2012
BETHPAGE, NEW YORK


EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

NOV 28 1007112
7:18 PM '12

EXECUTIVE ORDER

NUMBER 19 of 2012

EDWARD P. MANGANO, County Executive of the County of Nassau, pursuant to the powers vested in me by the Nassau County Charter and the laws of the State of New York, including Section 24 of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this County, hereby exercise that authority and declare as follows:

WHEREAS, due to the impending threat to public safety by Hurricane/Superstorm Sandy, I declared a State of Emergency for the whole of Nassau County effective 5:00 p.m. on October 27, 2012;


WHEREAS, Hurricane/Superstorm Sandy greatly impacted Nassau County, creating devastation and dangerous conditions throughout; and

WHEREAS, public safety continues to be imperilled thereby; it is hereby

ORDERED, that the State of Emergency remains in effect and is hereby extended for an additional thirty day period; and it is further

ORDERED, that all departments and agencies of the County of Nassau are directed to continue to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

Dated November 6, 2012


EDWARD P. MANGANO
COUNTY EXECUTIVE

EDWARD P. MANGANO
CLARITY EXECUTIVE



LAWRENCE E. EISENSTEIN, M.D., F.A.C.P.
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF HEALTH
106 CHARLES L. LINDBERGH BLVD.
UNIONDALE, NEW YORK 11556
VOICE: 516 227-0800
FAX: 516 227-0806

November 27, 2012

Michael F. Byrne
Federal Coordinating Officer
Federal Emergency Management Agency
118-33 Queens Boulevard
Queens, New York 11375

Subject: FEMA-4085-DR-NY Request for Implementation of the FEMA Sheltering
and Temporary Essential Power (STEP) Pilot Program in Nassau County

Dear Mr. Byrne:

As you know, various communities within Nassau County were devastated, and its residents suffered terrible losses, when Hurricane Sandy struck our shores. To date, a large number of homes remain without essential power, heat and hot water.

Notwithstanding the uninhabitable condition of those homes, a number of homeowners and occupants of the premises have chosen to remain in them. This poses a tremendous threat to their health and safety, particularly with the winter season upon us, exposing them potentially to hypothermia, pneumonia and similar diseases. Additionally, many of the homes have certain exterior damage leaving them vulnerable to the ravages of nature. That further places residents in danger and leaves them at even greater risk to their lives and health.

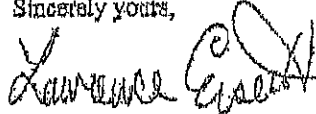
With the assistance of FEMA through the STEP Pilot Program, I believe that the County will be able to make these homes more appropriate for the sheltering of their residents while they make arrangements for whatever permanent work their homes may need.

There are many other homes from which the homeowners/occupants have been displaced that will be appropriate for sheltering if provided assistance through STEP. Some number of those homeowners and occupants may well be living in their cars or on the streets or camp grounds, locations that pose a tremendous health risk to them due to the elements, and particularly as the outside temperature continues to drop. If temporary repairs are made to their homes such that they are provided with power, heat and hot water, they will likely return to their homes.

Finally, we don't know how many of these displaced residents, and those remaining in uninhabitable locations, are particularly vulnerable, due to age and/or pre-existing medical conditions. This population is at even greater risk, and their needs must be addressed as quickly as possible.

The County requires the assistance of FEMA, through its STEP Pilot Program, to expeditiously address what I deem to be an undue threat to public health and safety.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lawrence Eisenstein". The signature is stylized with a large, looped "L" and a cursive "Eisenstein".

Lawrence Eisenstein, M.D.
Commissioner of the
Department of Health

Exhibit B

DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of the management, contracting and verification of contractor/consultant work related to the County's Sheltering & Temporary Essential Power Program and Environmental Emergency associated with Sewer Overflows.

Task A Management and Administration of the County's Sheltering & Temporary Essential Power (STEP) Program

FEMA has developed a two-step approach to helping individuals make necessary repairs to their homes. They will use the newly developed STEP program in conjunction with the existing Individuals and Households Program in order to keep individuals in their homes, therefore avoiding the need to find long term sheltering or housing solutions.

The Firm will assist the County in administering the program including compiling lists of eligible contractors, collecting and developing a database of homes to receive assistance, dispatching teams of contractors to perform assessments, documenting all work performed, developing databases of the completed work and assisting with reporting to FEMA. In addition the Firm will be responsible to subcontract with the various labor contractors (STEP Contractors) in accordance with their approved scopes of work and estimates, direct all contractor work orders related to the STEP program, provide an initial scope confirmation and final verification of temporary repair work performed (according to assessment requirements and functionality) periodic oversight, accept contractor invoices, submit invoices for reimbursement and compensate the contractors based on their approved invoices.

The work is of a temporary nature and not meant to satisfy building codes which apply to permanent structures. The local building jurisdictions have represented that they will visit every home to identify the work that has been done for this STEP Program, and to make a record of same.

The STEP Contractors will utilize unit price items for their work and other means as approved by the County to account for unknown conditions, see Exhibit D. In addition to the unit price STEP Contract Costs outlined in Exhibit D, the STEP Contractors shall be compensated between \$300 and \$500 per assessment or a negotiated hourly rate to be agreed upon with the County, FEMA and the Contractor.

The STEP Contractors cannot complete this work at the same residence at which they performed an initial assessment of required work.

Further guidance is included in the FEMA Recovery Program Guidance; see Appendix A of the Request for Proposal.

Task B Management and Administration of the Environmental Emergency associated with Sewer Overflows

As a result of Hurricane Sandy, the Bay Park Sewage Treatment Plant and various pump stations throughout the County lost power and various electrical components. The result was that sanitary waste both backed up and overflowed into homes. The Department has initiated an assessment and stabilization process to begin to address the Environmental Emergency that was issued by the County Executive in these affected homes. The Department has retained both an environmental assessment firm and a remediation contractor. The firm is expected to coordinate the services of both of these contractors and provide assessment and verification of completed work for payment purposes. Additionally, the firm will work directly with the homeowners in all coordination and scheduling of the work. The Firm will also be required to review and submit final invoices to the County for payment for both the environmental assessment firm and remediation contractor. All must be conducted and executed in a manner acceptable for FEMA reimbursement.

The Firm is not providing any environmental engineering, environmental consulting or other professional services in connection with either Task A or B herein.

Exhibit C PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in Exhibit "B", including any extra services that may be authorized under this Agreement, shall be made in accordance with Section 3 of this Agreement and further described below:

Administration and Management of Assessments
(multiplier on approved wage rate schedule) 2.75 and

Not to Exceed Cost of Two Hundred Fifty Thousand Dollars (\$250,000) for each five hundred (\$00) assessments completed.

Contractor costs incurred by the Firm in connection with the performance of the services as set forth in the bids received and approved by the County and other related contractor or third party costs as approved by the County including costs previously incurred for assessment services to be paid by the Firm

Contractor overhead ten (10%) percent of the actual STEP Contractors costs including assessment costs.

Field Inspection Services of Remedial Repairs
(multiplier on approved wage rate schedule) 2.30 and

Not to Exceed Average Cost of Eight Hundred Twenty Eight dollars (\$828) for each home receiving remedial repairs completed.

Other

Rates and fees payable to the Firm are based on the assumption that all work will be completed within 90 days from the date the initial cost proposal was submitted for the services.

In the event the Firm obtains project specific insurance for the services contemplated herein, the cost of such insurance shall be invoiced at cost and reimbursed by the County.

1. Payment for services under this agreement shall be made based on the actual salaries paid to the approved technical personnel engaged in performing the services, as set forth in the County's Maximum hourly rate schedule in effect for the period in which the work was done, exclusive of payroll taxes, insurance and any and all fringe benefits, times a maximum multiplier of 2.75 for office engineering services and assessments and 2.30 for field inspection services.
2. (a) With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm/Consultant's approved Personnel List, which is currently active and in use in connection with the Firm/Consultant's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm/Consultant will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the

prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm/Consultant for a named employee shall be the same for said employee on all current County agreements with the Firm/Consultant.

(b) At no time shall the salary times multiple exceed one hundred and seventy five dollars (\$175.00) per hour for any employee or principal while engaged in a technical service.

(c) The Firm/Consultant may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm/Consultant to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm/Consultant hires new employees whom they wish to assign to work on this project, the firm must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.

3. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, and for payments made under a multiplier task order, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Contractor shall be available for inspection and audit as required.

4. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the section "Extra Services or Additional Costs".

5. Partial Payments -- The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the actual hours worked and approved hourly rates, as approved by the Commissioner or for lump sum tasks based on the completed tasks.

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

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

8. Subconsultants -- Subconsultants engaged by the Firm, with the prior written consent of the County Executive, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the Firm, unless the Firm has been approved to utilize a subconsultant that has a firm multiplier that is lower than the multiplier for the Firm. The Firm shall be reimbursed the actual cost of the fees of the subconsultant.

9. Reimbursable Expenses -- 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 they have been approved in advance by the Commissioner of the Department, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

a. 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), meals and reasonable lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

b. Testing Laboratory Services.

c. Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm.

and their sub-consultants,

- d. Final models, photographs and renderings as requested by the County.
- e. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of 10 (ten) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- f. Photographic equipment, computers, I-Pads (or comparable devices) scanners and printers as deemed necessary by the Firm to document existing and completed work.
- g. Other comparable expenses as approved by the County

Exhibit D
STEP Contractor Costs

[illegible]

Exhibit E

Right of Entry Form

Please use ballpoint or roller ball pens and print clearly

For FEMA/State/Local/Tribal Use Only:	
ROE No.: _____	Age of Structure: _____
GPS Location: Long: _____	Lat: _____
Remarks: _____	

RIGHT-OF-ENTRY PERMIT

If eligible, I would like to participate in the following programs:	<input type="checkbox"/> Sheltering & Temporary Essential Power assistance (STEP)
---	---

Owner Name		
Insurance Company, Policy No. & Claim No.		
Owner's FEMA Individual Assistance Registration Number		
Street Address		
City/Town/Borough		
County/Parish		
Phone	Primary	Alternate

The undersigned, ("Owner"), hereby unconditionally authorizes the City/Borough/County in which the above property is located (City/Borough/County), the State in which the above property is located (State), tribal governments, the United States of America including the Federal Emergency Management Agency (FEMA) and the Corps of Engineers (collectively referred to as the "Government"), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with the Government, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from Hurricane Sandy at no expense to Owner.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. **Time Period:** The ROE shall expire 90 days after this form is signed, unless sooner cancelled according to the terms herein.

2. **Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection, and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time.

3. **Disclosures:** By signing this ROE, Owner acknowledges the receipt of FEMA Public Assistance Fact Sheet _____ describing the eligible assistance that may be available, including terms and conditions thereof.

4. **Private Insurance Coverage:**

a. Most homeowner insurance policies include coverage to repair damage in the event of a covered hazard. Owner agrees to provide notice to and file a claim with its insurer as soon as possible, and provide FEMA and the State with a copy of the policy and settlement or agreement, if applicable. Further the Owner agrees to cooperate with the Government throughout the insurance claims process. FEMA may be contacted at 1-800-621-3361.

b. I/We, the undersigned, authorize the above listed insurance company to release information relating to coverage and payments for repair to the Government.

Owner: _____ Property Address: _____
Page: 2

c. Owner understands that, pursuant to Federal law, if Owner receives Federal financial assistance to cover the costs of inspection or emergency protective measures, Owner will be required to reimburse such Federal financial assistance to the extent those costs are covered by Owner's insurance policy or some other source. (42 U.S.C. § 5155)

5. Local, State, Federal, and Tribal Governments and VOADS Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless the Assistance Providers for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomsoever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose.

6. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. If Owner is an entity, Owner also represents and warrants that Owner has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of Owner are the duly designated agents of Owner and are authorized to do so. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both.

Privacy Act Statement:

a. Legal Authority: 10 U.S.C. § 3013; The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. §§ 5121-5207; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27).

b. Information Sharing: Information is collected to make it possible for the Government, its employees, agents, contractors and/or representatives to enter your property, inspect for damage, and/or undertake emergency protective measures. Information submitted will be shared with other government agencies, Federal and nonfederal, their contractors, subcontractors and employees, as well as with voluntary agencies performing inspections and/or emergency protective, for official use only in accordance with the purposes stated in this ROE.

c. Whether Disclosure is Mandatory or Voluntary: Disclosure is voluntary; however, failure to disclose the information will make it impossible for us to inspect your property, or undertake emergency protective measures may delay or prevent the individual from provision of disaster services and/or assistance.

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2012.

Owner Signature

Date

Co-Owner Signature (if applicable)

Date

Phone Number

Phone Number

Owner's FEMA Registration Number (if applicable)

WITNESS

Owner: _____	Property Address: _____
Page: 3	

RIGHT-OF-ENTRY PERMIT - REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. *Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.* It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections, and emergency protective measures may not be performed by the County/Parish/Borough, the City / County, the State/Tribe, the United States of America including FEMA and the Corps of Engineers, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner Date Time

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative Date Time

Printed Name: _____ Title: _____
(Indicate authorized organization and title)

1

Appendix A



FEMA

RECOVERY PROGRAM GUIDANCE

- I. **TITLE:** Sheltering and Temporary Essential Power (STEP) Pilot Program
- II. **DATE:** November 16, 2012
- III. **PURPOSE:** FEMA designed -- in the immediate aftermath of Hurricane Sandy -- the Sheltering and Temporary Essential Power (STEP) Pilot Program to assist State, local, and Tribal governments in performing work and services essential to saving lives, protecting public health and safety, and protecting property. In particular, FEMA intends STEP to provide essential power to affected residences, thereby reducing the demand for other shelter options and allowing individuals to return to or remain in their home.

On October 29, 2012, Hurricane Sandy made landfall, impacting coastal and inland communities resulting in loss of life, major flooding, structural damage, and power loss to over 8.5 million homes and business (directly affecting over 17 million individuals). A dangerous nor'easter followed nine days later causing additional damage and power outages. Thirteen days after Hurricane Sandy's landfall and initial impact, 166,499 customers across three states remained without power, in large part due to damage to their electrical systems, which prevents electric utility companies from turning on power to the home. Without additional government assistance, many of these households may be without power for months, including over the winter, creating an immediate and undue threat to public health and safety. Accordingly, STEP delivers the urgent assistance needed to save lives and protect public health and safety.

In addition to catastrophic power loss and cascading effects, housing damage projections indicate that a significant number of residences affected by Hurricane Sandy in the States of New York, New Jersey, and Connecticut may need emergency protective measures to mitigate further damage to structures and contents and to secure homes, particularly with onset of winter weather in the northeast.

Where safe and practicable, STEP may enable residents to return to or remain in their homes, as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or in the Transitional Shelter Assistance (TSA) Program. Further, STEP, used along with FEMA's Private Property Debris Removal program (See Recovery Policy DAP9523.13, *Debris Removal from Private Property*), where appropriate, can increase efficiency and improve assistance to survivors in need.



FEMA

RECOVERY PROGRAM GUIDANCE

IV. OBJECTIVES:

- A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling State, local, and Tribal governments (collectively referred to hereafter as "applicants") to help members of their communities shelter in their own homes, when safe and appropriate. STEP may also reduce the demand for congregate sheltering and TSA.
- B. STEP consists of three distinct elements. Applicants may use one or more elements of the program as appropriate to the needs of their community;
 - 1. Residential Electrical Meter Repairs;
 - 2. Shelter-Essential Measures; and
 - 3. Rapid Temporary Exterior Repairs.
- C. At the request of the State, FEMA may deliver the STEP program through Direct Federal Assistance; reimbursement of applicants who perform, or contract for the performance of, authorized emergency protective measures; or a combination of the two. Individual residential property owners are not eligible for reimbursement under STEP.

V. **SCOPE AND AUDIENCE:** This policy is intended to guide all FEMA personnel responsible for providing STEP assistance.

VI. **AUTHORITY:** Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

- A. STEP is only available for declared counties in FEMA-4089-DR-NY, FEMA-4086-DR-NJ, and FEMA-4087-DR-CT.
- B. Direct Federal Assistance and reimbursement through the Public Assistance Program will be at the Federal cost share rate established by the President for Category B emergency protective measures.
- C. STEP is for residential properties only.
- D. The applicant must provide FEMA and the State, with a frequency determined by the Federal Coordinating Officer (FCO), with a list of residences that receive assistance



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under STEP to include: owner/occupant's name, address, and FEMA registration number, if applicable. (Some residences receiving assistance under STEP may not have applied for FEMA's Individuals and Households Program (IHP)).

- B. FEMA makes no warranties of any sort for any assessments or temporary repairs undertaken pursuant to this program.
- E. Within 30 days of receiving approval from the FCO pursuant to paragraph VII.H.1, the applicant must obtain a Right of Entry (ROE) from each participating property owner on a form approved by FEMA. At the FCO's discretion, this may be extended for an additional 30 days. The ROE allows FEMA, applicants, or their authorized contractors and representatives, access to the property. STEP work will not be completed without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE.
- G. Eligible costs must be reasonable and are limited to \$10,000 per residential unit to include equipment, materials, labor and any associated inspection fees that are necessary to accomplish work that is eligible under STEP. At the request of the GAR, the FCO may authorize that a higher cost is reasonable. The FCO and the GAR must make such determinations only for good cause and in writing.
- H. Implementing the Program.
 - 1. The Governor's Authorized Representative (GAR) must submit a written request for STEP to the FCO within 30 days of the date of the declaration and, in that request, designate the areas requested for STEP.
 - 2. Upon receipt of the GAR's request, FEMA will coordinate with the State and applicant to determine:
 - a. The elements of the program the applicant intends to use by designated location. Applicants will make the element-to-area designation in writing. Element-to-area designations may be as broad as countywide, or limited by zip code, by street, or other identifier selected by the applicant.
 - b. Whether the applicant requests, through the State, that the program is implemented through Direct Federal Assistance, through reimbursement under the Public Assistance Program, or through some combination of these mechanisms.



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- c. If the applicant requests, through the State, that FEMA implement the program through Direct Federal Assistance: whether materials and equipment necessary for the emergency protective measures will be purchased by FEMA, the State or by the applicant.
3. Upon approval of the GAR's request and scoping of the work with the applicant, FEMA will provide Direct Federal Assistance or reimbursement assistance under the Public Assistance Program.
 - I. Identifying Residences. Applicants, mission-assigned agencies, and contractors, as applicable, may identify residences potentially appropriate for STEP through a variety of sources. To be appropriate for STEP, a residence must:
 1. Be located within the geographic area established by the GAR in the STEP request;
 2. Be a structure of such a sound nature that authorized emergency work can be safely made, with no large impediments blocking access to the dwelling such as large trees; and
 3. Be reasonably able to serve as a suitable shelter upon completion of the emergency protective measures authorized under this program.
 - J. Applicant Responsibilities.
 1. The applicant will obtain a signed ROE agreement from each residential property owner for the type of work to be performed in accordance with paragraph VILE.
 2. The applicant must issue a written finding that there exists an immediate threat to lives, public health and safety, and that emergency measures taken through STEP are necessary to cope with this threat.
 3. The applicant is responsible for accelerating and facilitating the issuance of any and all electrical or other permits required to complete the eligible work and will arrange, accelerate, and facilitate any and all inspections required by State or municipal law.
 4. If the applicant selects reimbursement through the Public Assistance Program, it must comply with the Federal procurement standards in 44 CFR 13.36. The applicant will submit its claim for reimbursement in the form of a Project Worksheet through the State to the FEMA Public Assistance Program.



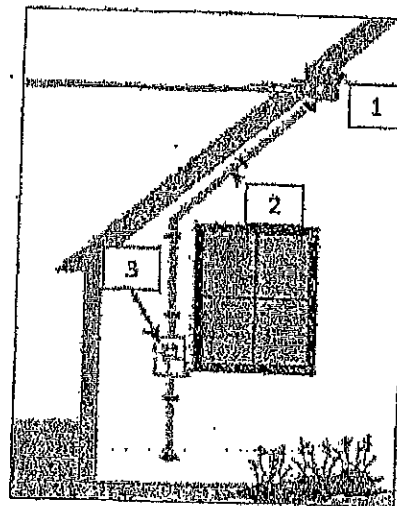
FEMA

RECOVERY PROGRAM GUIDANCE

K. Residential Electrical Meter Repairs - Residential Electrical Meter Repair is intended to accelerate power restoration to residences with storm-damaged electrical meters when such repairs are a necessary and essential condition precedent to a utility company re-energizing a qualified residence.

1. The following items are eligible for repair:
 - a. The weather head (Item 1 in the figure below) - attaches to the service cable and prevents water damage to the wiring.
 - b. Service cable (Item 2 in the figure below) - runs from the weather head to the meter box and from there to the panel box inside the house.
 - c. Meter socket and box (Item 3 in the figure below).

The diagram identifies the eligible elements of an exterior electrical system.



Z. Standby time for electricians is not an eligible cost.

L. Shelter Essential Measures - Shelter Essential Measures are intended to provide electricity, heat, and hot water to disaster-impacted residences to meet basic life-sustaining needs so that occupants may shelter-in-place until more permanent repairs can be made.



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1. Eligible work may include measures necessary to provide essential electrical supply, heat, and hot water and necessary inspections.
2. Measures taken under this program may not necessarily provide permanent repair to a residence's electrical infrastructure, or restore electricity to all portions of the residence.
3. Damaged portions of the electrical system not essential to restoring the electrical supply to the meter and into the residential unit may be disconnected from the utility as an eligible expense of this program.

M. *Rapid Temporary Exterior Repairs* -- Rapid temporary exterior repairs are intended as necessary and essential assistance to protect storm-damaged residences from further damage that may present an immediate threat to life and property, and where appropriate, facilitate sheltering-in-place pending repairs that are more permanent.

1. The following work may be eligible:
 - a. Securing broken windows;
 - b. Covering damaged exterior walls and roofs; and
 - c. Patching or otherwise securing damaged exterior doors.
2. Note: STEP involves the use of raw, unfinished materials to provide only emergency protective measures. For example, plywood, secured with a padlock, may be installed in the entryway of the home, to serve as a temporary door.

N. Effect on Other Assistance.

1. Participation in the STEP Pilot Program will make a FEMA IFP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once work performed under the STEP program is completed. The FCO may grant exceptions to this requirement, including for individuals with access or functional needs.
2. Removal of debris to allow access to the residence is not covered under STEP. For information on debris removal from private property see DAP9523.13, *Debris Removal from Private Property*.

O. FEMA will evaluate this pilot program on a variety of factors, including whether it:



FEMA

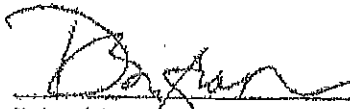
RECOVERY PROGRAM GUIDANCE

1. Successfully protected public health and safety, and property, from immediate threats;
2. Resulted in participants re-occupying their residences more quickly than they would have using traditional assistance programs; and
3. Resulted in overall cost-savings to the government relative to traditional FEMA assistance programs.

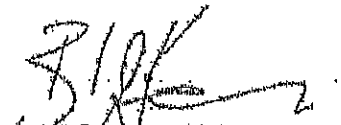
VIII. ORIGINATING OFFICE: Recovery Directorate.

IX. SUPERSESSION: This Program Guidance supersedes the Sheltering and Temporary Essential Power (STEP) Pilot Program guidance dated November 13, 2012.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events. Before implementing STEP in a future event, the initiative will undergo a comprehensive review.


Deborah Ingram
Assistant Administrator
Recovery Directorate

11/16/12
Date


Brad Kleiser
Chief Counsel

11/16/12
Date

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In

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

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

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

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

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

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

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

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

Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation

is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

_____, (Name)
_____, (Address)
_____, (Telephone Number)

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

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

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

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

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

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2011.

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2012

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

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

PRODUCER Alliant Insurance Services, Inc. 1055 Franklin Ave. Suite 200 Garden City NY 11530	CONTACT NAME: Brian Pearsall PHONE: 516-414-8604 FAX: 516-877-308-1070 E-MAIL: bpearsall@alliantinsurance.com
INSURED LJRo Engineers, Inc. Three Aerial Way Syosset NY 11791	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. INSURER B: Scottsdale Insurance Company INSURER C: Travelers Property Casualty Co of A INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 315633408

REVISION NUMBER:

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

INSR CTR	TYPE OF INSURANCE	ADDITIONAL INSURER	Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- PORTION <input type="checkbox"/> LOSS	Y	Y	GLOB83460800	11/1/2012	11/1/2013	EACH OCCURRENCE \$2,000,000 DAMAGES TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP683459400	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	Y	Y	NXS0000014	11/1/2012	11/1/2013	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WGS83460700	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC/STATUTORY LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY/LIMIT \$1,000,000
A A C	Excess Liability Pollution/Professional Liability Property (Owned)	Y	Y	AEC883601900 EOC828312708 QTE80399M0722TIL12	11/1/2012 11/1/2012 11/1/2012	11/1/2013 11/1/2013 11/1/2013	Gen./Agg. Limit: \$7,000,000 Limit: \$5,000,000 Limit: \$5,000,000

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

Re: All work performed by Named Insured, Nassau County is included as Additional Insureds on a Primary and Non-Contributory basis as respects General Liability and Excess Liability as required by written contract. Additional Insureds status is included as respects Automobile Liability as required by written contract. Waiver of subrogation is included and applies in favor of the Additional Insureds as required by written contract.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

Nassau County 1194 Prospect Avenue Westbury NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2012

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME PHONE (AC. No. Ext.) (866) 283-7122 FAX (AC. No.) (447) 953-5390 EMAIL ADDRESS
INSURED CDM Smith Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co 16535 INSURER B: Lloyd's of London 0005FL INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570048220524 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE OF INSURANCE	ACORD FORM NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		GL0837663216	01/01/2012	01/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (In exchange) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADJ INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		DAP 8376631-16	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC037663317	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> NO STATUTORY LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE-SEA EMPLOYEE \$1,000,000 EL DISEASE-FCY LIMIT \$1,000,000
B ARCHITECTS AND PROF		QCJ201367	01/01/2012	01/01/2013	per claim/aggregate aggregate \$3,000,000 \$3,900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: County of Nassau, Department of Public Works, CDM Smith Emergency Sandy Agreement. County of Nassau is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER

County of Nassau
Attn: Shila Shah-Gavoudias
PE, Commissioner
1194 Prospect Avenue
Westbury NY 11590 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570048220524

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: CDM Smith Inc.
Address: 60 Crossways Park West, Suite 340
City and State: Woodbury, NY Zip Code: 11797
2. Firm's Vendor Identification Number: 04-2473650
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
See Attached

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
No individual holds more than 3% of stock in CDM Smith Inc. The majority of stock is held in CDM Smith's Capital Accumulation Plan (CAP) which is a IRS approved employee 401k plan.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [If none, enter "None"] (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
Camp Dresser McKee & Smith

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 12/3/12

Signed: [Signature]

Print Name: Keith F. Kelly

Title: Senior Vice President

CDM Smith INC.

BOARD OF DIRECTORS

2012

Name

Chairman of the Board

Richard D. Fox

Charlene P. Allen

Paul R. Brown

Paul G. Camell

Stephen J. Hickox.

Alex H. Makled

John D. Manning

William K. O'Brien

Paul R. Shea

M. Stevenson Smith

Howard H. Stevenson

Robert L. VanAntwerp

Guillermo J. Vicens

Timothy B. Wall

Gae A. Walters

EXPIRATION OF TERM: Until their successors are duly chosen and qualified.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: LIRo Engineers, Inc.
Address: 3 Aerial Way
City and State: Syosset, New York Zip Code: 11791

2. Firm's Vendor Identification Number: 13-1974950

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company X Closely Held Corp. _____ Other (specify)

4. List names and address 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 sheet (s) if necessary)

Rocco Troita, P.E., Chairman, 3 Aerial Way, Syosset, New York, 11791
Luis Tormenta, P.E., CEO and Vice Chairman, 111 Broadway, New York, New York, 10006
John Lekstutis, P.E., President and Vice Chairman, 3 Aerial Way, Syosset, New York, 11791
Lawrence Roberts, Senior VP and CFO, 3 Aerial Way, Syosset, New York, 11791

5. List all names and address 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 10K form in lieu of completing this section.) (attach additional sheet (s) if necessary).

Rocco Troita, P.E., 3 Aerial Way, Syosset, New York, 11791 -100%

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above. If none, enter "None". (* Include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

The following entities are affiliates through common ownership by Rocco Troita: LIRo Architects + Planners, P.C.; LIRo Program and Construction Management, P.C.; LIRo Architects and Engineers West, P.C.; LIRo Architects & Engineers, P.C. (CT); LIRo Architects & Engineers, P.C. (PA); LIRo Consulting Engineers, P.C.; LIRo Constructors, Inc.; LIRo Program and Construction Management, Inc. (CA).
Common officers of all LIRo affiliates: Rocco Troita, Chairman; Luis Tormenta, CEO & Vice Chairman; John Lekstutis, President & Vice Chairman.

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Dated: 12/3/2012

Signed: 

Print Name: John P. Lekstutis

Title: President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Camp Dresser McKee & Smith
Address: 60 Crossways Park West, Suite 340
City and State: Woodbury, NY Zip Code 11797
2. Firm's Vendor Identification Number: 04-2473630
3. Type of Business: _____ Public Corp. X Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)
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CDM Smith Inc.

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Dated: 12/3/12

Signed: _____

Print Name: Kelth E. Kelly

Title: Partner

ATTACHMENT A

1. Milledge S. Smith
6125 Martha's Glen Road
Columbia, SC 29209-1312
2. Peter W. Tunncliffe
116 Bent Road
Sudbury, MA 01776
3. William S. Howard
3 Opal Circle
Franklin, MA 02038
4. Daniel M. Gerrity
559 Gregory Lane
Devon, PA 19333
5. Gary Kroll
94 Clearmont Avenue
Staten Island, NY 10309
6. Keith F. Kelly
80 Cedar Drive
Miller Place, NY 11764
7. Eduardo Galindo
4448 E. Sleepy Ranch Road
Cave Creek, AZ 95331

COUNTY OF NASSAU
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Camp Dresser McKee & Smith

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Dated: 12/3/12

Signed: [Signature]

Print Name: Keith E. Kelly

Title: Senior Vice President

CDM Smith INC.

BOARD OF DIRECTORS

2012

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Chairman of the Board
Richard D. Fox

Charlene P. Allen

Paul R. Brown

Paul G. Camell

Stephen J. Hickox

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Dated: 12/13/12

Signed: [Signature]

Print Name: Kath F. Kelly

Title: Partner

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Columbia, SC 29209-1312
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6. Keith F. Kelly
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Miller Place, NY 11764
7. Eduardo Galindo
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