

**CE**

E-127-16

NIFS Entry Date: 5/2/16 Term: from 6/3/13 to 6/2/16

PRCF1205 (12/05)

## Contract Summary

<b>Description:</b> Amendment to existing On-Call Environmental Operations and Related Design Assistance Agreement
<b>Purpose:</b> To provide technical operations and design assistance for the County's environmental facilities, including wastewater treatment plants, pumping stations, sanitary sewers, storm water facilities, etc. From time to time on an as-needed basis the firms would be available to assist the Department's Operations and Engineering staffs in technical matters, such as new equipment start-up, process control, corrective design work, code compliance, etc. This amendment will allow for the completion of task orders, issued to the Firm prior to the Expiration Date of the Agreement, even if work is performed beyond the Expiration Date of the Agreement.
<b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.
<b>Procurement History:</b> A Request for Proposal (RFP) was issued on May 29, 2012, for the aforementioned services. In response to the RFP, technical proposals were received from seven (7) firms on August 31, 2012. It was determined that six (6) firms were highly experienced and in the professional judgment of the Department, the following firms are capable of providing the requested services: Cameron Engineering; D&B Engineers; Gannett Fleming; Hazen & Sawyer; Holzmacher, McLendon & Murrell; and, Malcolm Pirnie. The technical review committee recommended that these six (6) firms (as named above) be retained. The review committee's justification and recommendation was approved by the Office of the County Executive on October 17, 2012.
<b>Description of General Provisions:</b> As requested by the Department, the firm will from time-to-time submit a proposal for services to be provided; the proposed cost, if found acceptable by the Department, will be encumbered from the appropriate funding source and the firm authorized to provide the approved services; the cost of the firm's services will be paid on either a lump sum basis or as a multiple of payroll. The base term of this Agreement shall be three hundred and sixty-five (365) consecutive calendar days; upon approval of the County Executive and Legislature, this Agreement may be extended annually, for an additional period of up to two (2) years. Through this amendment, any task order issued to the Firm prior to the Expiration Date of the Agreement may be completed in its entirety, even if work is performed beyond the Expiration Date of the Agreement.
<b>Impact on Funding / Price Analysis:</b> The cost ceiling for this on-call Agreement is \$1,000,000. Funding for the services to be provided from the sewer & storm water resources district (SSWRD) operating budget and various sewer and storm water (SSW) capital projects. This amendment makes no changes to the cost ceiling.
<b>Change in Contract from Prior Procurement:</b> n/a.
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	SSW	Revenue Contract	<input type="checkbox"/>		4	PWSSW6110	\$ 0.01
Control:	50	County – PWSSW6110		\$ 0.01	2		\$
Resp:	6110	Federal		\$	3		\$
Object:		State		\$			\$
Transaction:		Capital		\$			\$
		Other		\$			\$
		TOTAL		\$ 0.01	TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Joseph L. Davenport, Chief Sanitary Engineer**

**NIFS Certification**

I certify that this document was accepted into NIFS.

Name \_\_\_\_\_

Date \_\_\_\_\_

**Comptroller Certification**

I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.

Name \_\_\_\_\_

Date \_\_\_\_\_

Date: **April 15, 2016**

**County Executive Approval**

*[Signature]*

**5/16/16**

(For Office Use Only)

**E #:**



# Nassau County Interim Finance Authority

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

1. Vendor: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C

2. Dollar amount requiring NIFA approval: \$ 0.00

Amount to be encumbered: \$ 0.00

This is a      New Contract      Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 6/3/2013 - 6/2/2016

Has work or services on this contract commenced? ☒ Yes      No

If yes, please explain: existing environmental on-call agreement

### 4. Funding Source:

     General Fund (GEN)      Grant Fund (GRT)  
☒ Capital Improvement Fund (CAP) Federal %       
     Other State %       
County %     

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

If not, will it require a future borrowing?      Yes      No

Has the County Legislature approved the borrowing? ☒ Yes      No      N/A

Has NIFA approved the borrowing for this contract? ☒ Yes      No      N/A

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

On occasion, specialized technical and design services are required to mitigate or correct a problem at the County's environmental facilities to ensure continued compliance with all applicable federal, state and local laws and regulations. This amendment will allow for the completion of task orders, issued to the Firm prior to the Expiration Date of the Agreement, even if work is performed beyond the Expiration Date of the Agreement. This amendment makes no changes to the cost ceiling.

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

Nassau County Attorney as to form      Yes      No      N/A  
Nassau County Committee and/or Legislature      Yes      No      N/A

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

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

CQPN/13 000008 Excds 50K

## AUTHORIZATION

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

Roseann Ballera 5/3/16  
Signature Title Date

Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature Title Date

Print Name

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

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

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

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:** H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (f/k/a Holzmacher McLendon & Murrell, P.C.)

**CONTRACTOR ADDRESS:** 575 Broad Hollow Rd, Melville NY 11747

**FEDERAL TAX ID #:** 112235604

**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 advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
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.







COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: H2M architects + engineers

Dated: April 18, 2016

Signed:

Print Name: Frank M. Russo, P.E.

Title: Senior Vice President

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## Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number 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. 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):

None

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

None

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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.**

None

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

None

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

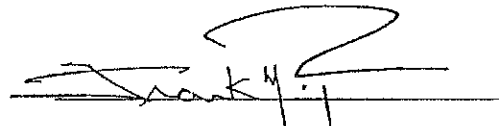
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 18, 2016

Signed:



Print Name:

Frank M. Russo, P.E.

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.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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## Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number 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. 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):

None

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

None



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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.

None

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

None

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

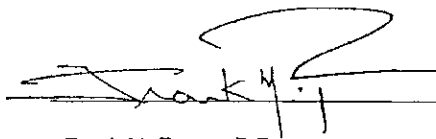
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 18, 2016

Signed:



Print Name:

Frank M. Russo, P.E.

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.

The term "lobbying" or "lobbying activities" **does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Frank M. Russo, P.E.  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 538 Broad Hollow Road, 4th Floor East  
City/state/zip Melville, NY 11747  
Telephone (631) 756-8000  
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 01 / 01 / 06  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Vice President From January 2006 to 2015  
(Other) Senior Vice President 2015 to present
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO \_\_\_\_ If Yes, provide details. Shareholder, Owns 3.556%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒  
If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO ☒ If Yes, provide 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

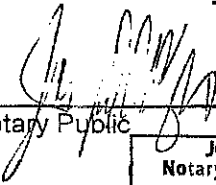
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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? YES \_\_\_\_ NO ☒ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, FRANK RUSSO, 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 18 day of April 2016

  
Notary Public

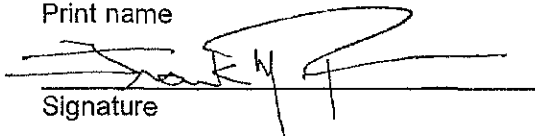
JOSEPHINE A. CUGGINO  
Notary Public - State of New York  
No. 01CU6316397  
Qualified In Suffolk County  
My Comm. Expires Dec. 15, 2018

H2M architects + engineers

Name of submitting business

Frank M. Russo, P.E.

Print name

  
Signature

Senior Vice President

Title

04 / 18 / 16  
Date

### Business History Form

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

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

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

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

Date: April 18, 2016

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

2) Address of Place of Business: 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

List all other business addresses used within last five years:  
575 Broad Hollow Road, Melville, NY 11747

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

Phone : (631) 756-8000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒ Other (Describe) Design Professional Corporation

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

8) Does this business control one or more other businesses? Yes ☒ No \_\_\_\_\_ If Yes, please provide details: H2M Associates, Inc. is 100% wholly owned subsidiary.



- 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 proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ 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? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

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

Yes \_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No ☒ If Yes, provide details for each such 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? Yes \_\_\_\_ No ☒ 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? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

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

17) Conflict of Interest:

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

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

None \_\_\_\_\_

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

None \_\_\_\_\_

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

None \_\_\_\_\_

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

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

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

Should the proposer be other than an individual, the Proposal **MUST** 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; See responses on the following pages
- 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 Proposer's capacity and reliability to perform these services.

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

Company Village of Patchogue

Contact Person Joseph Dean, Public Works Superintendent

Address 14 Baker Street

City/State Patchogue, New York 11772

Telephone (631) 475-4300

Fax # na

E-Mail Address jpdean@patchoguevillage.org

Company Suffolk County DPW

Contact Person John Donovan, P.E. , Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, New York 11980

Telephone (631) 852-4184

Fax # na

E-Mail Address JOHN.DONOVAN@SUFFOLKCOUNTYNY.GOV

Company Oyster Bay Sewer District

Contact Person Superintendent Thomas Rossetti

Address 15 Bay Avenue

City/State Oyster Bay, NY 11771

Telephone (516) 922-4922

Fax # (516) 922-2877

E-Mail Address chuck@obsewer.com



## Introduction and Legal Existence

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

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

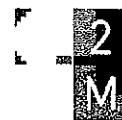
H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at New York, Albany, White Plains, and Suffern New York, and Parsippany and Howell, New Jersey.

## Firm History

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

The full complement of our professional staff includes:

- Staff Resources of over 300 Employees
- 65 Licensed Professional Engineers
- 35 Registered Architects
- 30 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS and CADD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators



**Date of Formation**

**Legal Firm Name:**

H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

**DBA:** H2M architects + engineers

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

**State of Incorporation** New York

**Number of Employees:** 302


**Annual Revenue of Firm** Net revenue for 2014 was \$35,136,820

**Number of Years in Business:** Established in 1933

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

- Familiarity and experience working with Nassau County.
- The firm's excellent reputation for quality of work, responsiveness and professionalism.
- The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.
- Experience with equipment site prep projects for our industrial clients.
- Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.
- The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.
- Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.
- Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.
- We are a proactive firm that attempts to anticipate future issues and plan ahead in order to assure a successful project's completion while anticipating future needs.

Certificate of Authorization

<p align="center"><b>THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT</b></p>	
<p>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</p>	
<p align="center"><b>H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC 530 BROAD HOLLOW RD 4TH FLOOR EAST MELVILLE, NY 11747-5075</b></p>	
<p>TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.</p>	
<p><i>D. E. Kelly</i> DOUGLAS E. KELLY DEPUTY COMMISSIONER FOR THE PROFESSIONS</p>	<p align="center"></p>
<p>CERTIFICATE NUMBER <del>XXXXXXXXXX</del> DUPLICATE</p>	<p><i>John B. King Jr.</i> JOHN B. KING JR. PRESIDENT OF THE UNIVERSITY AND COMMISSIONER OF EDUCATION</p>

Sustainable Design

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

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

# Company Officer / Associates

The following list includes the officers and senior associates of H2M.

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	[REDACTED]	Board Chairman, President/CEO
Gary E. Loesch, P.E., DEE	[REDACTED]	COO, Exec. V.P., Secretary
Jeffrey L. Czajka, P.E.	[REDACTED]	Senior Vice President
Anthony P. Fisher, P.E.	[REDACTED]	Senior Vice President
Michael N. Gentile	[REDACTED]	Senior Vice President
Steven J. Hyman, P.E.	[REDACTED]	Senior Vice President
Dennis M. Kelleher, P.E.	[REDACTED]	Senior Vice President
Joseph M. Mottola, R.A.	[REDACTED]	Senior Vice President
Frank M. Russo, P.E.	[REDACTED]	Senior Vice President
Philip J. Schade, P.E.	[REDACTED]	Senior Vice President
Gregory C. Smith, CPA	[REDACTED]	Senior Vice President, Treasurer, CFO
Saverio J. Belfiore, AIA	[REDACTED]	Vice President
Michael J. Bonacasa, AIA	[REDACTED]	Vice President
George W. Desmarais, P.E.	[REDACTED]	Vice President
Steven C. Hearl, P.E.	[REDACTED]	Vice President
Ernest V. Iannucci, P.E.	[REDACTED]	Vice President
Paul R. Lageraen, P.E.	[REDACTED]	Vice President
Ronald B. Lanner, R.A.	[REDACTED]	Vice President
Sui Y. Leong, P.E.	[REDACTED]	Vice President
Dennis G. Lindsay, P.E.	[REDACTED]	Vice President
David L. Mammola, AIA	[REDACTED]	Vice President
Charles A. Martello, P.E.	[REDACTED]	Vice President
James L. Neri, P.E.	[REDACTED]	Vice President
Guy Y. Page, R.A.	[REDACTED]	Vice President
Charles V. Pittman	[REDACTED]	Vice President
Elizabeth C. Uzzo	[REDACTED]	Vice President
Charles Beckert, R.L.A.	[REDACTED]	Assistant Vice President
Michael W. Keffer, P.E.	[REDACTED]	Assistant Vice President
Robert J. Lucas, P.E.	[REDACTED]	Assistant Vice President
Joseph A. Manzella, P.E.	[REDACTED]	Assistant Vice President
John Schnurr, P.L.S.	[REDACTED]	Assistant Vice President
Danny Tanzi, P.E., R.A.	[REDACTED]	Assistant Vice President
Christopher Weiss, P.E.	[REDACTED]	Assistant Vice President
Philip Bianco	[REDACTED]	Senior Associate
John R. Collins, P.E.	[REDACTED]	Senior Associate
Kenneth R. Gehring, AIA	[REDACTED]	Senior Associate
Robert E. Ikes, III, R.A.	[REDACTED]	Senior Associate
Gregory J. Levasseur, P.E.	[REDACTED]	Senior Associate
Renee Marcus, R.A., LEED AP	[REDACTED]	Senior Associate
Michael W. McKeown, P.E.	[REDACTED]	Senior Associate
Matthew R. Mohlin, P.E.	[REDACTED]	Senior Associate
Richard Palladino	[REDACTED]	Senior Associate
Sharon Norton Remmer	[REDACTED]	Senior Associate
Kevin M. Taylor	[REDACTED]	Senior Associate
Joseph Todaro, P.E., LEED AP	[REDACTED]	Senior Associate



**CERTIFICATION**

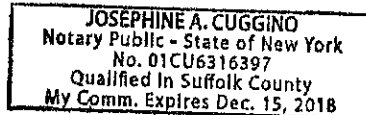
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Frank M. Russo, P.E., 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 16th day of April

2016

Notary Public



Name of submitting business: H2M architects + engineers

By: Frank M. Russo, P.E.

Print name

Signature

Senior Vice President

Title

04 / 18 / 2016

Date

COUNTY OF NASSAU

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

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

Address: 538 Broad Hollow Road, 4th Floor East

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Design Professional Corporation ☐ 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):

Refer to attached sheet

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.

Refer to attached sheet

RESPONSES TO PUBLIC DISCLOSURE

**H2M ARCHITECTS, ENGINEERS, SURVEYING AND LANDSCAPE ARCHITECTURE, DPC**  
(D.B.A. H2M architects + engineers)

**QUESTION 4 & 5 - OFFICERS**

NAME	HOME ADDRESS	TITLE	%SHARES
<b>Richard W. Humann, P.E.</b>	[REDACTED]	Board Chairman, President/CEO	more than 5%
<b>Gary E. Loesch, P.E., DEE</b>	[REDACTED]	COO, Exec. V.P., Secretary	more than 5%
Jeffrey L. Czajka, P.E.	[REDACTED]	Senior Vice President	less than 5%
Anthony P. Fisher, P.E.	[REDACTED]	Senior Vice President	more than 5%
Michael N. Gentils	[REDACTED]	Senior Vice President	less than 5%
<b>Steven J. Hyman, P.E.</b>	[REDACTED]	Senior Vice President	less than 5%
<b>Dennis M. Kelleher, P.E.</b>	[REDACTED]	Senior Vice President	more than 5%
Joseph M. Mottola, R.A.	[REDACTED]	Senior Vice President	less than 5%
Frank M. Russo, P.E.	[REDACTED]	Senior Vice President	less than 5%
Phillip J. Schade, P.E.	[REDACTED]	Senior Vice President	less than 5%
<b>Gregory C. Smith, CPA</b>	[REDACTED]	Senior Vice President, Treasurer, CFO	less than 5%
Saverio J. Belfiore, AIA	[REDACTED]	Vice President	less than 5%
Michael J. Bonacasa, AIA	[REDACTED]	Vice President	less than 5%
George W. Desmarais, P.E.	[REDACTED]	Vice President	less than 5%
Steven C. Hearl, P.E.	[REDACTED]	Vice President	less than 5%
Ernest V. Iannucci, P.E.	[REDACTED]	Vice President	less than 5%
Paul R. Lageraen, P.E.	[REDACTED]	Vice President	less than 5%
Ronald B. Lanner, R.A.	[REDACTED]	Vice President	less than 5%
Sul Y. Leong, P.E.	[REDACTED]	Vice President	less than 5%
Dennis G. Lindsay, P.E.	[REDACTED]	Vice President	less than 5%
David L. Mammina, AIA	[REDACTED]	Vice President	less than 5%
Charles A. Martello, P.E.	[REDACTED]	Vice President	less than 5%
James L. Neri, P.E.	[REDACTED]	Vice President	less than 5%
Guy Y. Page, R.A.	[REDACTED]	Vice President	less than 5%
Charles V. Pittman	[REDACTED]	Vice President	less than 5%
Elizabeth C. Uzzo	[REDACTED]	Vice President	less than 5%
Charles Beckert, R.L.A.	[REDACTED]	Assistant Vice President	No Shares
Michael W. Keffer, P.E.	[REDACTED]	Assistant Vice President	less than 5%
Robert J. Lucas, P.E.	[REDACTED]	Assistant Vice President	less than 5%
Joseph A. Manzella, P.E.	[REDACTED]	Assistant Vice President	less than 5%
John Schnurr, P.L.S.	[REDACTED]	Assistant Vice President	No Shares
Danny Tanzl, P.E., R.A.	[REDACTED]	Assistant Vice President	less than 5%
Christopher Weiss, P.E.	[REDACTED]	Assistant Vice President	less than 5%

*Board of Directors in bold*

**OTHER SHAREHOLDERS**

NAME	ADDRESS	TITLE	SHARES
Philip Bianco	[REDACTED] NY 11757	Senior Associate	less than 5%
John R. Collins, P.E.	[REDACTED]	Senior Associate	less than 5%
Kenneth R. Gehringer, AIA	[REDACTED]	Senior Associate	less than 5%
Robert E. Ikes, III, R.A.	[REDACTED]	Senior Associate	less than 5%
Gregory J. Levasseur, P.E.	[REDACTED]	Senior Associate	less than 5%
Renee Marcus, R.A., LEED AP	[REDACTED]	Senior Associate	less than 5%
Michael W. McKeown, P.E.	[REDACTED]	Senior Associate	less than 5%
Matthew R. Mohlin, P.E.	[REDACTED]	Senior Associate	less than 5%
Richard Palladino	[REDACTED]	Senior Associate	less than 5%
Sharon Norton Remmer	[REDACTED]	Senior Associate	less than 5%
Kevin M. Taylor	[REDACTED]	Senior Associate	less than 5%
Joseph Todaro, P.E., LEED AP	[REDACTED]	Senior Associate	less than 5%

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

H2M Associates, Inc. a wholly-owned New Jersey subsidiary providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

H2M Architects & Engineers, Inc. a separate New Jersey corporation providing architectural and related engineering services, 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

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

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Page 3 of 4

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

Not applicable

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

Not applicable

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: April 18, 2016

Signed: 

Print Name: Frank M. Russo, P.E.

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: H2M Associates, Inc.  
(a subsidiary of H2M architects + engineers)

Address: 119 Cherry Hill Road, Suite 110

City, State and Zip Code: Parsippany, NJ 07054

2. Entity's Vendor Identification Number: 22-2275101

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):

Refer to attached sheet

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.

Refer to attached sheet

**RESPONSES TO PUBLIC DISCLOSURE**

**H2M ASSOCIATES, INC.**

**QUESTION 4 & 5 – OFFICERS**

*Board of Directors in bold*

NAME	HOME ADDRESS	TITLE
<b>Richard W. Humann, P.E.</b>	[REDACTED]	Board Chairman, President/CEO
<b>Gary E. Loesch, P.E., DEE</b>	[REDACTED]	COO, Exec. V.P., Secretary
Jeffrey L. Czajka, P.E.	[REDACTED]	Senior Vice President
Anthony P. Fisher, P.E.	[REDACTED]	Senior Vice President
Michael N. Gentils	[REDACTED]	Senior Vice President
Steven J. Hyman, P.E.	[REDACTED]	Senior Vice President
Dennis M. Kelleher, P.E.	[REDACTED]	Senior Vice President
Joseph M. Mottola, R.A.	[REDACTED]	Senior Vice President
Frank M. Russo, P.E.	[REDACTED]	Senior Vice President
Phillip J. Schade, P.E.	[REDACTED]	Senior Vice President
Gregory C. Smith, CPA	[REDACTED]	Senior Vice President, Treasurer, CFO
Saverio J. Belfiore, AIA	[REDACTED]	Vice President
Michael J. Bonacasa, AIA	[REDACTED]	Vice President
George W. Desmarais, P.E.	[REDACTED]	Vice President
Steven C. Hearl, P.E.	[REDACTED]	Vice President
Ernest V. Iannucci, P.E.	[REDACTED]	Vice President
Paul R. Lageraen, P.E.	[REDACTED]	Vice President
Ronald B. Lanner, R.A.	[REDACTED]	Vice President
<b>Sul Y. Leong, P.E.</b>	[REDACTED]	Vice President
Dennis G. Lindsay, P.E.	[REDACTED]	Vice President
David L. Mammina, AIA	[REDACTED]	Vice President
Charles A. Martello, P.E.	[REDACTED]	Vice President
James L. Neri, P.E.	[REDACTED]	Vice President
Guy Y. Page, R.A.	[REDACTED]	Vice President
Charles V. Pittman	[REDACTED]	Vice President
Elizabeth C. Uzzo	[REDACTED]	Vice President
Charles Beckert, R.L.A.	[REDACTED]	Assistant Vice President
Michael W. Keffer, P.E.	[REDACTED]	Assistant Vice President
Robert J. Lucas, P.E.	[REDACTED]	Assistant Vice President
Joseph A. Manzella, P.E.	[REDACTED]	Assistant Vice President
John Schnurr, P.L.S.	[REDACTED]	Assistant Vice President
Danny Tanzl, P.E., R.A.	[REDACTED]	Assistant Vice President
Christopher Weiss, P.E.	[REDACTED]	Assistant Vice President
Philip Bianco	[REDACTED]	Senior Associate
John R. Collins, P.E.	[REDACTED]	Senior Associate
Kenneth R. Gehringer, AIA	[REDACTED]	Senior Associate
Robert E. Ikes, III, R.A.	[REDACTED]	Senior Associate
Gregory J. Levasseur, P.E.	[REDACTED]	Senior Associate
Renee Marcus, R.A., LEED AP	[REDACTED]	Senior Associate
Michael W. McKeown, P.E.	[REDACTED]	Senior Associate
Matthew R. Mohlin, P.E.	[REDACTED]	Senior Associate
Richard Palladino	[REDACTED]	Senior Associate
Sharon Norton Remmer	[REDACTED]	Senior Associate
Kevin M. Taylor	[REDACTED]	Senior Associate
Joseph Todaro, P.E., LEED AP	[REDACTED]	Senior Associate



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

None

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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

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Page 3 of 4

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

Not applicable

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

Not applicable

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: April 18, 2016.

Signed:

Print Name: Frank M. Russo, P.E.

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 but 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: H2M Architects & Engineers, Inc.  
Address: 119 Cherry Hill Road, Suite 110  
City, State and Zip Code: Parsippany, NJ 07054
2. Entity's Vendor Identification Number: 20-0809570
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Corporation ☐ 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):

Refer to attached sheet

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.

Refer to attached sheet

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS & ENGINEERS, INC.

**QUESTION 4 & 5 – OFFICERS**

*Board of Directors in bold*

<b>NAME</b>	<b>ADDRESS</b>	<b>TITLE</b>	<b>%SHARES</b>
<b>Richard W. Humann, P.E.</b>		CEO/President	20%
<b>Gary E. Loesch, P.E., DEE</b>		COO, Exec. V.P./Secretary	20%
<b>Joseph M. Mottola, R.A.</b>		Senior Vice President	20%
<b>Michael J. Bonacasa, AIA</b>		Vice President	20%
<b>Sul Y. Leong, P.E.</b>		Vice President	20%
<b>*Gregory C. Smith, CPA</b>		Senior Vice President, Treasurer, CFO	No shares

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

None

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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

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Page 3 of 4

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

Not applicable

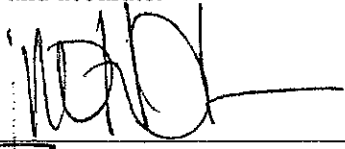
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable

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: April 18, 2016

Signed: 

Print Name: Joseph M. Mottola, R.A.

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.



RULES RESOLUTION NO.    – 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 H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE D.P.C. F/K/A HOLZMACHER, MCLENDON & MURRELL P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. f/k/a Holzmacher, McLendon & Murrell, P.C. for On-Call environmental operations and related design assistance, 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 authorize the County Executive to execute the said amendment to an agreement with H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. f/k/a Holzmacher, McLendon & Murrell, P.C.

## AMENDMENT NO. 1

AMENDMENT, dated as of \_\_\_\_\_, 2016 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. f/k/a Holzmacher, McLendon & Murrell, P.C., a consultant engineering firm having its principal office at 538 Broad Hollow Road, Melville, New York 11747 (the "Firm" or the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number S37860-02H between the County and the Firm, executed on behalf of the County on June 3, 2013 (the "Original Agreement"), the Firm performed certain services which 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 June 3, 2013, through June 2, 2016 (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 One Million dollars (\$1,000,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Firm desire to amend the Original Term in order to complete the original services; and,

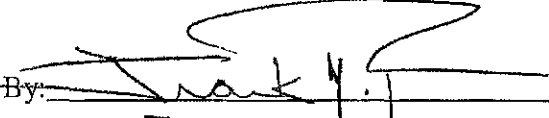
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Agreement shall be modified by adding the following to the end of Section 1 (the "Term"), "Any task order issued to the Firm prior to the Expiration Date of the Agreement may be completed in its entirety, even if work is performed beyond the Expiration Date of the Agreement. For each specific task order where work is performed beyond the Agreement Expiration Date, the Firm will be authorized in writing by the Department to perform and be compensated for their services."

2. 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.

H2M ARCHITECTS, ENGINEERS, LAND  
SURVEYING AND LANDSCAPE  
ARCHITECTURE, D.P.C.

By:   
Name: Frank M. Russo  
Title: S.V.P.  
Date: 4/25/16

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

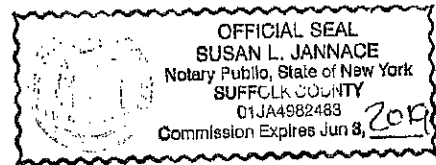
)ss.:

COUNTY OF SUFFOLK)

On the 25 day of April in the year 2016 before me personally came Frank M. Russo 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 Vice President of H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Susan L. Jannace*

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 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

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

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

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

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

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

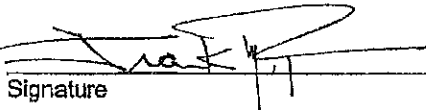
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Frank M. Russo, P.E., Senior Vice President

04/18/16

Name and Title of Authorized Representative

m/d/yy



Signature

04/18/16

Date

H2M architects + engineers

Name of Organization

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

Address of Organization

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

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** March 30, 2016

**SUBJECT:** Environmental Design Assistance On-Call Agreement  
Amendment to Complete Active Task Orders

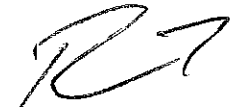
Currently, the Department has in-place on-call design agreements with six (6) firms to provide various services in regards to the County's environmental facilities. The existing environmental on-call agreements are due to expire as of June 2, 2016; and, the Department has issued an RFP and received technical proposals for successor agreements. However, several active assignments issued under the current environmental on-call agreements will not be completed by the expiration date. We believe it best to maintain project continuity by having the firms' complete assignments and avoid the potential for lost time and additional costs by changing firms' mid-assignment.

In this regard, we propose to amend the following existing environmental on-call agreements by adding the indicated additional language to the "Term" section of the agreements:

- Cameron Engineering & Associates (Agreement No. S37860-02C)
- Dvirka & Bartilucci Engineers (Agreement No. S37860-02D)
- Gannett Fleming Engineers (Agreement No. S37860-02G)
- Hazen & Sawyer (Agreement No. S37860-02S)
- H2M Associates (Agreement No. S37860-02H)
- Malcolm Pirnie, the Water Division of ARCADIS (Agreement No. S37860-02M)

"Any task order issued to the Firm prior to the Expiration Date of the Agreement may be completed in its entirety, even if work is performed beyond the Expiration Date of the Agreement. For each specific task order where work is performed beyond the Agreement Expiration Date, the Firm will be authorized in writing by the Department to perform and be compensated for their services."

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



Richard P. Millet  
Chief Deputy Commissioner

RPM:KGA:JLD:cs

c: Shila Shah-Gavnoudias, Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓

APPROVED: 

Richard R. Walker \_\_\_\_\_ Date  
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker \_\_\_\_\_ Date  
Chief Deputy County Executive



**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ

☒ RFP

☐ RFBC

Project No: 37860-02

Project Title: On-Call Environmental Operations  
and Design Assistance

Department: Public Works

Project Manager: Joseph L. Davenport

Date: April 4, 2012

Service Requested: Services shall encompass the evaluation, troubleshooting, and presentation of suggested remedial actions (including design and related services) to forestall, mitigate and/or correct an assortment of problems that might be encountered in any of the County's environmental facilities.

Justification: On occasion, specialized technical knowledge and resources are required to mitigate or correct a problem/deficiency at the County's environmental facilities to ensure continued compliance with all applicable federal, state and local laws and regulations and so as not to detrimentally impact the surrounding community or environment.

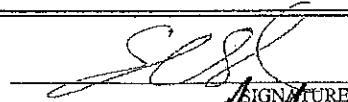
Estimated Cost: \$250,000.00 per contract

Date RFP Due: May 2012

Department Head Approval:

☒ YES

☐ NO

  
SIGNATURE

CDCE/Ops Approval:

☒ YES

☐ NO

  
SIGNATURE 4/6/12

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

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

CDCE/Ops Approval: YES NO Signature \_\_\_\_\_  
SSG:KGA:JLD:cs

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: June 5, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract  
Proposed Contract No. S37860-02X

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

1. DPW plans to recommend a contract/agreement for the following services:

On-call operations assistance and design services as it regards the County's environmental facilities. (Note: It is intended to award several contracts for these services.)

2. The work involves the following:

Scope of Work: Services shall encompass the evaluation, troubleshooting, and recommendation of suggested corrective measures (including design and related services) to address an assortment of problems/issues that may be encountered in any of the County's environmental facilities.

3. An estimate of the cost is: \$250,000.00 per agreement.
4. An estimate of the duration is: Two (2) years, with an option for a third (3) year.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:JLD:cs

- c: Daniel Schor, Director, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓  
Jonathan Lesman, Management Analyst II





Contract ID#: S37860-02H



CQPW130000003

Department: Public Works

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

SERVICE:

**E-88-13**

NIFS ID #: \_\_\_\_\_

NIFS Entry Date: \_\_\_\_\_ Term: from Execution to 1 year

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

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

**Agency Information**

Vendor	
Name Holzmacher, McLendon & Murrell, P.C.	Vendor ID# 112235604
Address  575 Broad Hollow Road Melville, NY 11747	Contact Person  Frank Russo  Phone (631) 393-4961

County Department
Department Contact Joseph L. Davenport
Address  3340 Merrick Rd Wantagh NY 11973 Phone (516) 571-7508

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	3/21/13	<i>[Signature]</i>
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	1/4/13	<i>[Signature]</i>
	OMB	NIFS Approval	<input type="checkbox"/>	3/29/13	<i>[Signature]</i> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	03/29/13	<i>[Signature]</i>
	County Attorney	CA Approval as to form	<input type="checkbox"/>	03/29/13	<i>[Signature]</i> Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	4/11/2013	<i>[Signature]</i>
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	04/11/13	<i>[Signature]</i>
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	5/21/13	<i>[Signature]</i> CA 5/3/13
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	6/3/13	<i>[Signature]</i>

## Contract Summary

<p><b>Description:</b> On-Call Environmental Operations and Related Design Assistance</p> <p><b>Purpose:</b> To provide technical operations and design assistance for the County's environmental facilities, including wastewater treatment plants, pumping stations, sanitary sewers, storm water facilities, etc. From time to time on an as-needed basis the firms would be available to assist the Department's Operations and Engineering staffs in technical matters, such as new equipment start-up, process control, corrective design work, code compliance, etc.</p> <p><b>Method of Procurement:</b> Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.</p> <p><b>Procurement History:</b> A Request for Proposal (RFP) was issued on May 29, 2012, for the aforementioned services. In response to the RFP, technical proposals were received from seven (7) firms on August 31, 2012. It was determined that six (6) firms were highly experienced and in the professional judgment of the Department, the following firms are capable of providing the requested services: Cameron Engineering; D&amp;B Engineers; Gannett Fleming; Hazen &amp; Sawyer; Holzmacher, McLendon &amp; Murrell; and, Malcolm Pirnie. The technical review committee recommended that these six (6) firms (as named above) be retained. The review committee's justification and recommendation was approved by the Office of the County Executive on October 17, 2012.</p> <p><b>Description of General Provisions:</b> As requested by the Department, the firm will from time-to-time submit a proposal for services to be provided; the proposed cost, if found acceptable by the Department, will be encumbered from the appropriate funding source and the firm authorized to provide the approved services; the cost of the firm's services will be paid on either a lump sum basis or as a multiple of payroll. The base term of this Agreement shall be three hundred and sixty-five (365) consecutive calendar days; upon approval of the County Executive and Legislature, this Agreement may be extended annually, for an additional period of up to two (2) years.</p> <p><b>Impact on Funding / Price Analysis:</b> The cost ceiling for this on-call Agreement is \$1,000,000. Funding for the services to be provided from the sewer &amp; storm water resources district (SSWRD) operating budget and various sewer and storm water (SSW) capital projects.</p> <p><b>Change in Contract from Prior Procurement:</b> n/a.</p> <p><b>Recommendation:</b> Approve as submitted</p>
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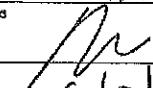
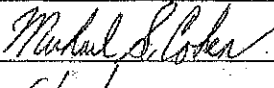
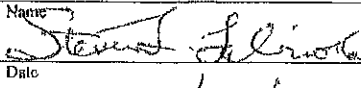
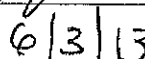

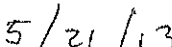
## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	SSW	Revenue Contract	<input type="checkbox"/>		1	PWSSW6110	\$ 0.01
Control:	50	County - PWSSW6110		\$ 0.01	2		\$
Resp:	6110	Federal		\$	3		\$
Object:		State		\$			\$
Transaction:		Capital		\$			\$
		Other		\$			\$
		<b>TOTAL</b>		<b>\$ 0.01</b>	<b>TOTAL</b>		<b>\$ 0.01</b>

RENEWAL		Document Prepared By:		Date:	
% Increase		Joseph L. Davenport, Chief Sanitary Engineer		January 8, 2013	
% Decrease					

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 
Date 	Date 	E #: (For Office Use Only)

E-88-13

RULES RESOLUTION NO. 129 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU ACTING ON BEHALF OF THE  
DEPARTMENT of PUBLIC WORKS AND HOLZMACHER,  
MCLENDON & MURRELL, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4-8-13  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Holzmacher, McLendon & Murrell, P.C. for services in connection  
with on-call environmental operations and related design assistance, a copy  
of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Holzmacher, McLendon & Murrell, P.C.

RULES RESOLUTION NO. -- 2013

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Legislature authorizes the County Executive to execute the said agreement  
~~with Holzmacher, McLendon & Murrell, P.C.~~

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

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 9, 2012

**SUBJECT:** Recommendation to Engage Consultant Services for  
On-Call Environmental Operations Assistance and  
Related Design Services  
RFP No. PW-S37860-02X

This Department intends to procure several consulting engineering firms to provide Environmental Operations Assistance and Related Design Services for the County's various environmental facilities on an "on-call" basis. These firms will be utilized to provide services that are not typically completed by County environmental operations and engineering staff due to the highly specialized nature of the work, permit compliance issues or other issues that require immediate attention.

The procurement process was conducted in accordance with County Executive Order No. 1 and Board of Supervisor's Resolution No. 928-1993. A Request for Proposal (RFP) was issued on May 29, 2012, for the aforementioned services.

In response to the RFP, technical proposals were received from seven (7) firms on August 31, 2012, and subsequently evaluated by both registered professional engineers and other personnel within the Department of Public Works. The technical evaluation was based upon the firm's demonstrated competence, relevant experience, project organization and staffing (including short notice availability), with consideration given for local preference.

After completing the technical review, the cost proposals were opened. The technical ranking, which is based on a one hundred point maximum, and cost proposals are summarized as follows:

Firm Name	Technical Rating	Technical Rank	Proposed Multiplier
Malcolm Pirnie/ARCADIS	94.7	1	2.75
Hazen and Sawyer, P.C.	93.3	2	2.90
Cameron Engineering	92.7	3	2.75
Dvirka and Bartilucci	91.3	4	2.75
Gannett Fleming	91.0	5t	2.80
Holzmacher, McLendon & Murrell	91.0	5t	2.95
GEA Group	62.0	7	2.60

It should be noted that no specific cost proposals were requested with this RFP since the services are of an "on-call" nature and a specific scope of work cannot be defined. The firms selected will be required to submit a cost proposal on a case-by-case basis for review and approval for each proposed task order. Payments to the firms will be based upon actual salaries paid to their personnel times a multiplier. Based upon previous similar type contracts, we estimate approximately \$1,500,000.00 in aggregate of services would be provided annually. The agreement with each selected firm would have a two (2) year term, with an option to extend for one (1) additional year, and a maximum cost ceiling (i.e., cap) of \$250,000.00. Each firm, as part of the RFP, was requested to submit a proposed multiplier for the technical services. The average multiplier, based upon all multipliers submitted by all firms responding to this RFP, was 2.79.



Richard R. Walker, Chief Deputy County Executive

October 9, 2012

Page two

Subject: Recommendation to Engage Consultant Services for  
On-Call Environmental Operations Assistance and  
Related Design Services  
RFP No. PW-S37860-02X

The Department recommends the following six (6) firms be retained for these services at a multiplier not to exceed 2.75 for the technical services:

Malcolm Pirnie, the Water Division of ARCADIS  
Two Huntington Quadrangle  
Melville, NY 11747

Dvirka and Bartilucci Consulting Engineers  
330 Crossways Park Drive  
Woodbury, NY 11797

Hazen and Sawyer, P.C.  
498 Seventh Avenue  
New York, NY 10018

Gannett Fleming Engineers, P.C.  
100 Crossways Park West, Suite 300  
Woodbury, NY 11797

Cameron Engineering & Associates, LLP  
100 Sunnyside Boulevard, Suite 100  
Woodbury, NY 11797

Holzmacher, McLendon & Murrell, P.C.  
575 Broad Hollow Road  
Melville, NY 11747

Funding for these professional services will be made available under various capital projects; and, the Sewer and Storm Water Resources District annual operating budget.

In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

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




Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs

c: ~~Richard P. Millet, Deputy Commissioner~~  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓

APPROVED:

DISAPPROVED:

 10/17/12  
Richard R. Walker  
Chief Deputy County Executive

Date

Richard R. Walker  
Chief Deputy County Executive

Date

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

**FROM:** Department of Public Works

**DATE:** June 5, 2012

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No. S37860-02X

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

1. DPW plans to recommend a contract/agreement for the following services:


On-call operations assistance and design services as it regards the County's environmental facilities. (Note: It is intended to award several contracts for these services.)

2. The work involves the following:

Scope of Work: Services shall encompass the evaluation, troubleshooting, and recommendation of suggested corrective measures (including design and related services) to address an assortment of problems/issues that may be encountered in any of the County's environmental facilities.

3. An estimate of the cost is: \$250,000.00 per agreement.
4. An estimate of the duration is: Two (2) years, with an option for a third (3) year.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGa:JLD:cs

c: Daniel Schor, Director, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓  
Jonathan Lesman, Management Analyst II





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: Holzmacher, McLendon & Murrell, P.C.

CONTRACTOR ADDRESS: 575 Broad Hollow Rd, Melville, NY

FEDERAL TAX ID #: 112235604

**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 \_\_\_\_\_ [date].

This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_



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

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

\_\_\_A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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

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

\_\_\_A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

\_\_\_B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

\_\_\_C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

\_\_\_D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

VII. [X] 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

3/22/0

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

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

**PART I:** Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ

☒ RFP

☐ RFBC

Project No: 37860-02

Project Title: On-Call Environmental Operations  
and Design Assistance

Department: Public Works

Project Manager: Joseph L. Davenport

Date: April 4, 2012

Service Requested: Services shall encompass the evaluation, troubleshooting, and presentation of suggested remedial actions (including design and related services) to forestall, mitigate and/or correct an assortment of problems that might be encountered in any of the County's environmental facilities.

Justification: On occasion, specialized technical knowledge and resources are required to mitigate or correct a problem/deficiency at the County's environmental facilities to ensure continued compliance with all applicable federal, state and local laws and regulations and so as not to detrimentally impact the surrounding community or environment.

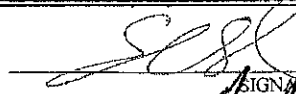
Estimated Cost: \$250,000.00 per contract

Date RFP Due: May 2012

Department Head Approval:

☒ YES

☐ NO

  
SIGNATURE

CDCE/Ops Approval:

☒ YES

☐ NO

  
SIGNATURE 4/6/12

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

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			
5.			
6.			
7.			

CDCE/Ops Approval:

YES

NO

Signature

SSG:KGA:JLD:cs

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

1. Name of Firm: Holzmacher, McLendon & Murrell, P.C.  
Address: 575 Broad Hollow Road  
City and State: Melville, New York Zip Code 11747
2. Firm's Vendor Identification Number: 11-2235604
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. Professional Corporation 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)
- |   |  |
|---|--|
| John J. Molloy, P.E., Board Chairman, CEO                               | Richard W. Humann, P.E., Board Member, President and COO     |
| Gary E. Loesch, P.E., Board Member, Executive Vice President, Secretary | Robert M. Scheiner, AIA, Board Member, Senior Vice President |
| Dennis M. Kelleher, P.E., Senior Vice President                         | Joseph M. Mottola, R.A., Board Member, Vice President        |
- Vice Presidents: Michael J. Bonacasa, AIA, Jeffrey L. Czajka, P.E., George W. Desmarais, P.E., Anthony P. Fisher, P.E., Paul J. Granger, P.E., Steven C. Hearl, P.E., Steven J. Hyman, P.E., Ronald B. Lanner, R.A., Sul Y. Leong, P.E., Charles A. Martello, P.E., Gary J. Miller, P.E., James L. Nerl, P.E., Guy Y. Page, R.A., Frank M. Russo, P.E., Philip J. Schade, P.E.  
Assistant Vice Presidents: Charles R. Beckert, R.L.A.; John Schnurr, P.L.S.
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).
- Shareholders:
- John J. Molloy, P.E., Richard W. Humann, P.E., Gary E. Loesch, P.E., Dennis M. Kelleher, P.E., Robert M. Scheiner, AIA, Michael Bonacasa, AIA, Jeffrey L. Czajka, P.E., George W. Desmarais, P.E., Anthony P. Fisher, P.E., Paul J. Granger, P.E., Steven C. Hearl, P.E., Steven J. Hyman, P.E., Ronald B. Lanner, R.A., Sul Y. Leong, P.E., Charles A. Martello, P.E., Gary J. Miller, P.E., Joseph M. Mottola, R.A., James L. Nerl, P.E., Guy Y. Page, R.A., Frank M. Russo, P.E., Philip J. Schade, P.E., Saverio J. Belfiore, AIA, Ernest V. Iannucci, P.E., Paul R. Lageraen, P.E., Robert J. Lucas, P.E., Joseph A. Manzella, P.E., Michael W. McKeown, P.E., Matthew R. Mohlin, P.E., Danny Tanzi, P.E., R.A., Christopher A. Weiss, P.E.
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).

H2M Associates, Inc. (100% wholly owned subsidiary of Holzmacher, McLendon & Murrell, P.C.)

H2M Labs, Inc. (Affiliate\*)

H2M Architects & Engineers, Inc. (Affiliate\*)

*\* Affiliate firms above are independent corporations. They are affiliated with Holzmacher, McLendon & Murrell, P.C. because some officers in these firms are also officers in Holzmacher, McLendon & Murrell, P.C.*

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: December 3, 2012

Signed: \_\_\_\_\_

Print Name: Frank M. Russo, P.E.

Title: Vice President

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

1. Name of Firm: H2M Associates, Inc. 100% wholly owned subsidiary of Holzmacher, McLendon & Murrell, P.C.

Address: 119 Cherry Hill Road, Suite 200

City and State: Paraisppany, New Jersey

Zip Code 07054

2. Firm's Vendor Identification Number: 22-2275101

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Corporation ☐ 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)

John J. Molloy, P.E., Board Chairman, President and CEO

Richard W. Humann, P.E., President and COO

Gary E. Loesch, P.E., Board Member, Executive Vice President, Secretary

Sui Y. Leong, P.E., Board Member, Vice President

Senior Vice President: Dennis M. Kelleher, P.E., Robert M. Scheiner, AIA

Gregory C. Smith, CPA, CFO, Treasurer, Assistant Secretary

Vice Presidents: JMichael J. Bonacasa, AIA, Jeffrey L. Czajka, P.E., George W. Desmarais, P.E., Anthony P. Fisher, P.E., Michael Gentils, Paul J. Granger, P.E., Steven C. Hearl, P.E., Steven J. Hyman, P.E., Ronald B. Lanner, R.A., Charles A. Martello, P.E., Gary J. Miller, P.E., Joseph M. Mottola, R.A., James L. Nerl, P.E., Guy Y. Page, R.A., Charles V. Pittman, Frank M. Russo, P.E., Philip Schade, P.E., Elizabeth C. Uzzo

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).

H2M Associates, Inc. is a 100% wholly owned subsidiary of Holzmacher, McLendon & Murrell, P.C.

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).

Holzmacher, McLendon & Murrell, P.C. (Parent Company)


H2M Labs, Inc. (Affiliate\*)

H2M Architects & Engineers, Inc. (Affiliate\*)

*\*Above affiliate firms are independent corporations*

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: December 3, 2012

Signed: 

Print Name: Frank M. Russo, P.E.

Title: Vice President

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

1. Name of Firm: H2M Architects & Engineers, Inc. Affiliate  
Address: 119 Cherry Hill Road, Suite 200  
City and State: Parsippany, New Jersey Zip Code 07054

2. Firm's Vendor Identification Number: 20-0809570

3. Type of Business:  
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Corporation ☐ 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)

John J. Molloy, P.E., Board Chairman, President and CEO	Gary E. Loesch, P.E., Executive Vice President, Secretary
Robert M. Scheiner, AIA, Board Member, Senior Vice President	Joseph M. Mottola, R.A., Board Member, Vice President
Sul Y. Leong, P.E., Board Member, Vice President	Gregory C. Smith, CPA, CFO, Assistant Secretary
Richard W. Humann, P.E., Board Member	

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).

Shareholders:

John J. Molloy, P.E.; Richard W. Humann, P.E., Robert M. Scheiner, AIA; Sul Y. Leong, P.E.; Joseph M. Mottola, R.A.

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).

Holzmacher, McLendon & Murrell, P.C. (Affiliate)

H2M Labs, Inc. (Affiliate\*)

H2M Associates, Inc. (Affiliate\*)

*\*Above affiliate firms are independent corporations*

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: December 3, 2012

Signed: 

Print Name: Robert M. Scheiner, AIA

Title: Senior Vice President

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

1. Name of Firm: H2M Labs, Inc. Affiliate  
Address: 575 Broad Hollow Road  
City and State: Melville, New York Zip Code 11747

2. Firm's Vendor Identification Number: 11-2825669

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. \_\_\_\_\_ Corporation \_\_\_\_\_ 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)

John J. Molloy, P.E., Board Chairman, President and CEO	Gary E. Loesch, P.E., Board Member, Executive Vice President, Secretary
Joann M. Slavin, Board Member, Senior Vice President	Vincent Stancampiano, Vice President
Stuart W. Murrell, Board Member, Vice President	Thomas U. Powell, Vice President
Gregory C. Smith, CPA, Board Member, CFO, Treasurer, Assistant Secretary	

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).

Shareholders:

John J. Molloy, P.E.; Sui Y. Leong, P.E.; Stuart W. Murrell; Joann M. Slavin; Vincent Stancampiano; Steven C. Hearl, P.E.; Philip Blanco; Glenn K. Bochicchio; Nancy K. Metz; Trustees of Muriel Murrell Revocable L.T.; H2M Group Employee Stock Ownership Plan and Trust (ESOP)

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).

Holzmacher, McLendon & Murrell, P.C. (Affiliate\*)

H2M Associates, Inc. (Affiliate\*)

H2M Architects & Engineers, Inc. (Affiliate\*)

*\*Above affiliate firms are independent corporations*

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: December 3, 2012

Signed: \_\_\_\_\_

Print Name: Joann M. Slavin

Title: Senior Vice President

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Holzmacher, McLendon & Murrell, P.C., 575 Broad Hollow Road, Melville, New York 11747 (the "Firm or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three hundred and sixty-five (365) consecutive calendar days from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement annually, for an additional period of up to two (2) years, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement, for the On-Call Operations and related Design Assistance for the Nassau County Department of Public Work's Environmental Facilities, shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.



(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed One million (\$1,000,000) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is

not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

(c) The Firm shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Contractor Agent in connection with this Agreement.

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned,

transferred or disposed of, (ii) amended, or (iii) waived, (iv) subcontracted without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## 12. Termination

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

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

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

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

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

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

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

or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

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

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

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

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

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

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

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

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

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

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

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement

between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. **Administrative Service Charge.** The Firm agrees to pay the County an administrative service charge of five hundred thirty three and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. **Joint Venture.**

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

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

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

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

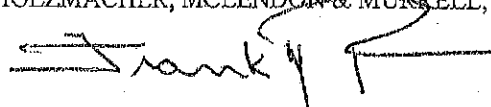
(b) **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are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

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

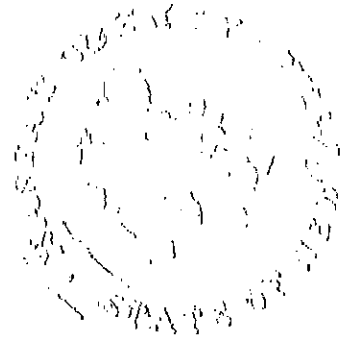
HOLZMACHER, MCLENDON & MURRELL, P.C.

By:   
Name: Frank M. Russo  
Title: V.P.  
Date: 12.3.12

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK





STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3<sup>rd</sup> day of December in the year 20012 before me personally came Frank M. Russo 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 Vice President of Holmacker Melnick & Mirell, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



GLORIA J. CHERECH  
Notary Public, State of New York  
No. 01CH5024666  
Qualified in Suffolk County  
Commission Expires June 27, 2014

*Gloria J. Cherech*

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 3 day of June in the year 20013 before me personally came Richard B. 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 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.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE9288028  
Qualified in Nassau County  
Commission Expires April 02, 2016

EXHIBIT A

Detailed Scope of Services  
On-Call Environmental Operations Assistance & Design Services  
Basic Services of the Firm

I. SCOPE OF SERVICES

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

A. ON-CALL ENVIRONMENTAL OPERATIONS ASSISTANCE AND DESIGN SERVICES

1. Notification

When the Firm's representative is requested at the County facility, notification will be made through the Office of the Commissioner of Public Works or his duly authorized representative. The response time will be predicated upon the severity of the problem to be addressed, consequently a presence might be necessary as soon as twenty-four hours after notification, but the Department will endeavor to provide as much advance notification as is practicable. All work activities will be documented, and report(s) will be prepared, as needed, describing the problem, the Firm's evaluation and/or recommendations and response. The Firm's work will be monitored and records will be maintained of the on-site or off-site work-hours expended.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest. Details regarding requirements for a modification of assignment(s) would be included in the work order formally issued by the Commissioner's Office.

2. Service Category Description:

a) Wastewater Treatment Process

Consultations might be requested to assist County staff with treatment process related difficulties. Given the importance of maintaining treatment at a level consistent with adherence to the plant's State Pollutant Discharge Elimination System (SPDES) Permit specialized knowledge and access to such expertise will at times be required. The Firm's own employees (as submitted to the County in writing) can be used but provisions will be incorporated for use of additional experts (i.e. sub-consultants).

b) Design Services

The Firm may be required to furnish a team that can complete design documents (and any related construction period services) so as to remedy a significant process/system deficiency that impacts process, codes or permit compliance. The Firm would be directed to utilize any/all of the design team listed herein at their approved wage rates for the specific "on call" task. A schedule and cost to complete the design task, along with an estimate of the remedial construction costs, shall be submitted to the Commissioner for approval. The Firm would be directed to complete such design work in a format suitable to the Commissioner's designated method of contracting the remedial work (public bid, purchase/install contract or requirements contract work order). Such documents would require a Professional Engineer's (P.E.) seal and signature.

c) Code or Compliance Issues

The complexity of wastewater treatment plants (and similar environmental facilities), which encompass a wide variety of work activities and conditions, pose numerous challenges to their employees

and management as they are governed by numerous federal, state and local codes, rules and regulations. It is the goal of the Department to ensure adherence to all the applicable rules and regulations. At times it may be necessary to request the services of qualified and recognized experts in certain fields (for example those knowledgeable of Title V air permitting or OSHA regulations) especially with regard to their implementation in wastewater treatment plants.

d) Process Control Issues

The plants are continually being improved and upgraded; and as such new processes and equipment are intermittently being integrated into the plant's operating scheme. The Firm might be requested to furnish an individual to assist the plant staff in the start-up of such new processes and/or equipment. The duties will include coordination with all affected parties (the plant, construction contractors and design engineers). The Firm's representative will act as the liaison between the respective parties to ensure a continuity of effort. Included will be the incorporation of any new information into the plant's overall operations and maintenance manual. Any new additions to the manual must follow the exact format as the existing. A representative of the Firm may also be requested to provide supplementary training with respect to processes and/or equipment in conjunction with that furnished by the various contractors and/or equipment vendors and suppliers.

e) Specialized Equipment Knowledge

Given the complexity of new equipment being integrated into the plant/facility as result of new construction or normal upgrades specialized knowledge of a particular item might be lacking until such time as County employees become familiar with the equipment and have accumulated some operational experience. While the requisite knowledge is developing, the Firm may be requested to furnish a qualified individual to assist the County during this interim period. Such an individual might help instruct and provide insight to County employees so that disruptions might be forestalled or affect SPDES Permit compliance.

3. Task Order Procedures

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

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Task Order") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

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

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

(b) Department review of Cost Proposal:

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

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

EXHIBIT B

Payment Schedule  
On-Call Environmental Operations Assistance & Design Services

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

I. SERVICES

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and seventy-five hundredths (2.75). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

Work shall generally be performed during weekdays from 7:30 A.M. to 4:00 P.M., however since the facility operates continuously twenty-four (24) hours per day, some work might be performed outside of this time as deemed necessary by the Department.

B. Subconsultants and Special Subconsultants

Subconsultants engaged by the Firm, with the prior written consent of the Commissioner, 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 below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the subconsultant and in the case of special subconsultants, the Firm shall be permitted to claim five (5) percent of the cost of the subconsultant's services as compensation for coordinating or otherwise supervising the work of the special subconsultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement

II. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Seventy Five (\$175) dollars per hour.

APPENDIX "C"

MAXIMUM WAGE RATE SCHEDULE

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 by such title 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, including the 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) Reward 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

JOHN J. MOLLOY

(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

12/3/12

Signature of Chief Executive Officer

JOHN V. MOLLOY  
Name of Chief Executive Officer

Sworn to before me this

3rd day of December, 2012

Kathleen Cantwell  
Notary Public

KATHLEEN F. CANTWELL  
Notary Public, State of New York  
No. 01CA4942555  
Qualified in Suffolk County  
Commission Expires September 26, 2014