



Certified:

E-89-20

NIFS ID:CFPW20000011 Department: Public Works**Capital: X**

SERVICE: Design Svce Cutter Mill Bridge H63036-01C PIN 0761.19

Contract ID #:CFPW20000011 NIFS Entry Date: 29-APR-20 Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: KS Engineers, P.C.	Vendor ID#: 22-3341410
Address: 494 Broad Street, 4th Floor Newark, NJ 07102	Contact Person: Kamal Shahid
	Phone: (973) 623-2999

Department:	
Contact Name: Garry Desyr	
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-6817	

Routing Slip

Department	NIFS Entry: X	29-APR-20 -- LDIONISIO
Department	NIFS Approval: X	29-APR-20 -- KARNOLD
DPW	Capital Fund Approved: X	29-APR-20 -- KARNOLD
OMB	NIFA Approval: X	15-MAY-20 -- CNOLAN
OMB	NIFS Approval: X	30-APR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	30-APR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	30-APR-20 -- DMCDERMOTT
CPO	Approval: X	12-JUN-20 -- KOHAGENCE

DCEC	Approval: X	17-JUN-20 -- JCHIARA
Dep. CE	Approval: X	17-JUN-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	01-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To retain professional engineering services for the design of the Cutter Mill Bridge over LIRR. The NYSDOT identified significant deficiencies during their Biannual Bridge Inspection Report. Work to be done involved complete demolition of superstructure and substructure with construction of a new modern bridge from the foundation up. PIN # 0761.19 BIN 3364560
Method of Procurement: Procurement through an RFP was processed in accordance with DPW procedures for retaining professional services. There were four proposals received and evaluated and KS Engineers was the highest ranking firm
Procurement History: Standard Nassau County Agreement format utilized. Advertised in Newsday 06/14/2019, 06/21/2019, 06/28/2019, 07/05/2019 NYS Reporter 06/14/2019-07/26/2019 E Procure 06/14/2019-07/26/2019
Description of General Provisions: The Request for Proposal (RFP) was prepared in conformance with the Departments Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday. KS Engineers, PC. was technically ranked number one among the submittals from four firms. KSE's staff and experience will provide the best value to the County. The proposed fee of \$587,560.00.00 represents a fair fee for the proposed services, including contingency.
Impact on Funding / Price Analysis: The maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Five Hundred eighty seven Thousand Five Hundred sixty Dollars (\$587,560.00), including contingency. Funds are available in capital project 63036 (\$97,663.00) and 63029 (\$489,897.00). This vendor is an MBE and is also utilizing a WBE for 3% of the contract as well
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	63	Revenue		1	PWCAPCAP/63036/000/00002	\$ 97,663.00
Resp:	036/029	Contract:		2	PWCAPCAP/63029/119/00002	\$ 489,897.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	63036/63029	State	\$ 0.00			\$ 0.00
Detail:	000/119	Capital	\$ 587,560.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 587,560.00		TOTAL	\$ 587,560.00

RENEWAL	
% Increase	
% Decrease	

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RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND KS ENGINEERS, P.C.

WHEREAS, the County has negotiated a personal services agreement with KS Engineers, P.C., to provide an Initial Project Proposal, the Bridge Rehabilitation Justification Report, the Bridge Rehabilitation Report, the Design Approval Document, and the PS&E with all backup calculations, for the rehabilitation of Cutter Mill/Bayview Avenue Bridge over LIRR (Pt. Wash.) PIN number (0761.19) BIN 3364560, copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with KS Engineers, P.C.



Nassau County Interim Finance Authority

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

1. **Vendor:** KS Engineers, P.C.

2. **Dollar amount requiring NIFA approval:** \$587560

Amount to be encumbered: \$587560

This is a New

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

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

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

3. **Contract Term: 3 Years from date of Execution**

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

To retain professional engineering services for the design of the Cutter Mill Bridge over LIRR PIN # 0761.19 BIN 3364580

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

CNOLAN

15-MAY-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

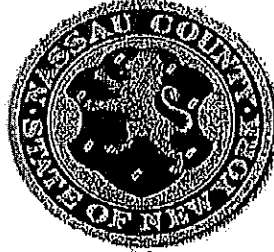
Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: KS Engineering, P.C.

CONTRACTOR ADDRESS: 494 Broad Street, 4th Floor Newark NJ 07102

FEDERAL TAX ID #: 223341410

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 06/12/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 07/26/2019 [date]. 4 [state #] proposals were received and evaluated. The evaluation committee consisted of: Rocky Maltra, Deputy Commissioner, Richard Iadevallo, Superintendent of Highways, Andrea Pereira Civil Engineering II & Garry Desyr Civil Engineering II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

11/16/19
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?

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

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.

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

Dated: 12/26/2019 12:20:07 PM

Vendor: KS Engineers, P.C.

Title: President



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

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

NONE

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

NONE

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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

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

Dated: 12/26/2019 02:35:01 PM

Vendor: KS Engineers, P.C.

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

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: Kamal Shahid, PE
Date of birth: 10/14/1959
Home address: 125 Tournament Drive
City: Monroe Township State/Province/Territory: NJ Zip/Postal Code: 08831
Country: US
- Business Address: 494 Broad Street, 4th Floor
City: Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country: US
Telephone: (973) 623-2999
- Other present address(es): 65 Broadway, Suite 1002
City: New York State/Province/Territory: NY Zip/Postal Code: 10006
Country: US
Telephone: (212) 616-2657

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

President of the firm: 100% Ownership

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Please see attachment.

1 File(s) Uploaded: ba Prinicipal Questionnaire Form (attachment).pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Please see attachment.

1 File(s) Uploaded: ba Prinicipal Questionnaire Form (attachment).pdf

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

KS Engineers, P.C.

Name of submitting business

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

Kamal Shahid [KSHAHID@KSENG.COM]

President

Title

02/26/2020 09:48:40 AM

Date



Engineers . Surveyors . Construction Managers

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

Principal Questionnaire Form

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? Yes.
 - Elite/KSE - JV
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? Yes.
 - Elite/KSE - JV
 - Hazen and Sawyer – KS Engineers – Joint Venture
 - Urban Engineers of NY, D.P.C. – KS Engineers, P.C. Joint Venture
 - AKRF/KSE Joint Venture
 - KSE-WSP JV
 - KSE-D&B JV
 - D&B / KSE JV
 - KSE/BTI – JV

Business History Form

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

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

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

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

Date: 10/07/2019

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

2) Address of Place of Business: 494 Broad Street, 4th Floor

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

Country: US

Address: 1000 Bishops Gate Boulevard, Suite 102

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

Country: _____

Start Date: _____ End Date: _____

Address: 40 Cold Spring Road

City: Rocky Hill State/Province/Territory: CT Zip/Postal Code: 06067

Country: _____

Start Date: _____ End Date: _____

Address: 65 Broadway, Suite 1002

City: New York State/Province/Territory: NY Zip/Postal Code: 10006

Country: _____

Start Date: _____ End Date: _____

Address: 1279 Route 300, Suite 3

City: Newburgh State/Province/Territory: NY Zip/Postal Code: 12550

Country: _____

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent

If other, please provide details:

4) Dun and Bradstreet number: 838952844

5) Federal I.D. Number: 22-3341410

6) The proposer is a: Corporation (Describe)

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

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

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

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

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

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

been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

17 Conflict of Interest:

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

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

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.

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

12/06/1994

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

First Name Kamal

Last Name Shahid
MI _____ Suffix _____
Address 494 Broad Street
City Newark State/Province/Territory NJ Zip/Postal Code 07102
Country US
Position President

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

First Name Kamal
Last Name Shahid
MI _____ Suffix _____
Address 494 Broad Street
City Newark State/Province/Territory NJ Zip/Postal Code 07102
Country US
Position President

iv) State of incorporation (if applicable);

NJ

v) The number of employees in the firm;

272

vi) Annual revenue of firm;

49870332

vii) Summary of relevant accomplishments

3 File(s) Uploaded: Business History Form vii) Summary of relevant accomplishments.pdf, vii) Summary of relevant accomplishments.pdf, vii) Summary of relevant accomplishments.pdf

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

3 File(s) Uploaded: Business History Form viii) NYS Authorization for Engineering (Exp 02-28-2021).pdf, Business History Form viii) NYS Authorization for Survey (Exp 08-31-2020).pdf, Business History Form viii) NYS Professionals Online Verification.pdf

B. Indicate number of years in business.

28

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

No other information is being provided.

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

Company	Camden County Department of Public Works		
Contact Person	Kevin Becica, PE, PP, CME, CFM		
Address	2311 Egg Harbor Road		
City	Lindewold	State/Province/Territory	NJ
Country	US		
Telephone	(856) 566-2971		
Fax #	(856) 566-2988		
E-Mail Address	kevin.becica@camdencounty.com		

Company	Mercer County, DOT & Infrastructure, Engineering Division		
Contact Person	Basit Muzaffar, PE		
Address	640 South Broad Street		
City	Trenton	State/Province/Territory	NJ
Country	US		
Telephone	(609) 989-6641		
Fax #	(609) 989-8295		
E-Mail Address	BMuzaffar@mercercounty.org		

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

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

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

CERTIFICATION

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

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

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

President
Title

02/27/2020 02:41:57 PM
Date



Engineers . Surveyors . Construction Managers

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

Business History Form

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

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

- i) **Date of formation;**
April 29, 1991; Incorporated December 6, 1994
- ii) **Name, addresses, and position of all persons having financial interest in the company, including shareholders, members, general or limited partner;**
Kamal Shahid, PE, President (100% - Shareholder)
125 Tournament Drive, Monroe Township, NJ 08831
- iii) **Name, address and position of all officers and directors of the company;**
Kamal Shahid, PE, President
125 Tournament Drive, Monroe Township, NJ 08831
- iv) **State of incorporation (if applicable);**
New Jersey
- v) **The number of employees in the firm;**
272 employees
- vi) **Annual revenue of firm;**
\$49,870,332

vii) Summary of relevant accomplishments

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



Engineers . Surveyors . Construction Managers

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

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

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

- NYCDPR, On-Call Design and Survey Agreement
- NYCDDC, Survey On-Call Agreement
- Battery Park City Authority, On-Call Design and Survey Agreement
- MTA Long Island Rail Road, On-Call Survey Agreements
- NY City Transit, General Engineering Services
- PANYNJ, Call-In Civil Engineering Services 2011-2014
- PANYNJ, Call-In Structural Engineering Services 2011-2014
- PANYNJ, Call-In Traffic Engineering Services 2011-2014
- PANYNJ, On-Call Survey Agreements
- NJDOT, General Engineering Term Agreement
- NJDOT, Survey Term Agreement
- Philadelphia Water Department, On-Call Basis General Engineering Services
- Philadelphia Schools District, Professional Staffing on an As-Needed Basis
- City of Philadelphia-Division of Aviation, On-Call Civil Engineering Services
- Philadelphia Department of Streets, On-Call General Engineering Services for ADA Ramps

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

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

2017

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



Engineers . Surveyors . Construction Managers

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

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

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

2016

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

2015

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

2014

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

2013

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

2012

- NJ Biz Top Construction Management Firms

2011

- NJ Biz 50 Fastest Growing Companies

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

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

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

KS ENGINEERS PC
494 BROAD STREET
4TH FLOOR
NEWARK, NJ 07102-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 03/01/2018 TO 02/28/2021.



CERTIFICATE NUMBER
0015005

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

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

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

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
09/01/2017 TO 08/31/2020.

**CERTIFICATE NUMBER
0014180**



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION



Office of the Professions

Verification Searches

The Information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

Business Entity Information *

07/25/2019

Name : KS ENGINEERS PC

Street Address :

494 BROAD STREET

4TH FLOOR

NEWARK, NJ 071020000

Business Entity : Professional Service Corporation

PSC # : 080287

Initial Filing Date : 12/24/97

Current through : 06/30/20

Certificate of Authorization to provide Land Surveying Services in New York State :

YES CERT# 0014180 EXPIRES 08/20

Certificate of Authorization to provide Professional Engineering Services in New York State :

YES CERT# 0015005 EXPIRES 02/21

Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information.

050295 RUPNARAIN DAVID DYAL -

051898 MOUTAL HARVEY P -

053085 ALAIMO DIEGO -

054989 FREGA FRANK A -

060049 BROBERG GEORGE ROBERT -

061208 BRASACCHIO LUIGI PIETRO PAOLO -

066222 SHAHID M KAMAL -

070751 PERLMUTTER JACOB R -

073077 ASSIS GEORGE FOUAD -

095648 ULLIKASHI PRADEEP -

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to establishment list.
- You may [search](#) to see if there has been recent disciplinary action against this registered establishment.



COUNTY OF NASSAU

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

1. Name of the Entity: KS Engineers, P.C.Address: 494 Broad Street, 4th FloorCity: Newark State/Province/Territory: NJ Zip/Postal Code: 07102

Country: _____

2. Entity's Vendor Identification Number: 22-33414103. Type of Business: Closely Held Corp (specify) _____

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

First Name Kamal
Last Name Shahid
MI _____ Suffix _____
Address 494 Broad Street
City Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country US
Position President

First Name Kamal
Last Name Shahid
MI _____ Suffix _____
Address 494 Broad Street
City Newark State/Province/Territory: NJ Zip/Postal Code: 07102
Country US
Position President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name Kamal
Last Name Shahid
MI _____ Suffix _____
Address 494 Broad Street
City Newark State/Province/Territory: NJ Zip/Postal Code: 07102

Country _____
Position President

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

NONE

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

NONE

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

NONE

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

NONE

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

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

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

Kamal Shahid, PE [KSHAHID@KSENG.COM]

Dated: 12/26/2019 12:29:21 PM

Title: President

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

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

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

FROM: Department of Public Works

DATE: September 12, 2019

SUBJECT: Design Services for Reconstruction of Cutter Mill Road/Bayview Avenue
Bridge over LIRR (Port Washington)
PIN # 0761.19
RFP No. PW-H63036-01C
Recommendation of Award

The Nassau County Department of Public Works (NCDPW) desires to procure Design Services for the Reconstruction of Cutter Mill Road/Bayview Avenue Bridge over LIRR (Port Washington), PIN # 0761.19. The scope of work includes but is not limited to the following: assess and evaluate all structural components of the bridge to identify necessary repairs and improvements, provide study, surveying, planning, investigation/inspection, ADA compliance, drainage investigation, testing, engineering design, accident analysis, traffic counts, load rating analysis, AutoCAD drafting, maintenance and protection of traffic plans, scheduling, design review and other design related tasks as per New York State Department of Transportation (NYSDOT) Codes and standards. In addition, coordination with various Federal and State agencies, Long Island Railroad, (LIRR), Religious Institutions, Schools, Businesses, Office Buildings, Parkland, Towns, Villages, Municipalities, and all utilities with identified facilities must be established for the bridge project. Prepare all required NYSDOT reports, coordinate with various New York State Agencies to obtain required permits, develop and prepare Advance Detail Plans (ADP) and Plans, Specifications and Estimates, (PS&E) in compliance with NYSDOT Specifications, Highway Design Manual and Bridge Design Manual.

The "Request for Proposal" (RFP) was prepared in conformance with NYSDOT and Nassau County Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday.

The County received four (4) responses to the Request for Proposals (RFP), all proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Rakhal Maltra, Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway and Construction, Andrea Pereira, Civil Engineer II. and Garry Desyr, Civil Engineer II.

After tabulating the combined technical scores and establishing ranking order, as per below attached table, it was determined that KS Engineers, P.C. (KSE) (87) and Hardesty & Hanover, LLC. (H&H) (86.5) were ranked respectively the best two (2) technical proposal. The Committee after open discussion and deliberation, reached the consensus to open all four (4) cost proposals, because all four (4) firms having high score, were deemed qualified to perform the required work.



Office of the County Executive
Attn: Brian J. Schneider, Deputy County Executive
September 12, 2019
Page 2.

SUBJECT: Design Services for Reconstruction of Cutter Mill Road/Bayview Avenue
Bridge over LIRR (Pt Washington)
PIN # 0761.19
RFP No. PW-H63036-01C
Recommendation of Award

Upon review of the cost proposal it was established that GPI with a cost estimates \$14,598.21 lesser than KSE was artificially low, due to many assumptions made by the firm in their technical proposal. KSE with a cost estimates of \$609,630.00, which is \$92,370.00 lower than H&H and \$150,214.00 lower than LIRo, represents a fair fee for the proposed scope of work and services. The TRC after consultation, asked KSE to complete the fee curve percentage associated with the Net construction Cost provided in section B subsection 4 detail Design & Construction Documents and to provide a BAFO. After further review of the submitted revised cost estimates, the Committee concluded that KSE Engineering, P.C. with a revised cost estimates of \$489,630.00 which is \$212,370.00 lower than H&H represents the best value for the County.

FIRM	AMBRAGE	FRANC	COMMERCIAL	BAFO
KSE Engineering	87.00	1	\$609,630.00	\$489,630.00
H&H	86.50	2	\$702,000.00	
LIRo	86.00	3	\$759,844.00	
GPI	82.00	4	\$595,031.79	

* BAFO was requested from the top Ranked Firm

It is the Department's recommendation that KSE Engineering, P.C. be retained for this contract. Funding for said services is available under Capital Project Number 63036.

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




Kenneth G. Arnold
Commissioner of Public Works

KGA:RM:jd

cc: Rakhai Maltra, Deputy Commissioner
Richard Jadevalo, Jr., Superintendent of Highway and Drainage Construction
Andrea Pereira, Civil Engineer II
Garry Desyr, Civil Engineer II

APPROVED:


Brian J. Schneider
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

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

TO: Garry Desyr, Civil Engineer II

FROM: Office of the Commissioner

DATE: January 23, 2019

SUBJECT: CSEA Sub-Contracting Approval
C19-009 –Contract No. H63036-01C – Design services for Demolition and
Reconstruction of the Cutter Mill/Bayview Avenue Bridge over the LIRR
Inc. Village of Great Neck Plaza

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-009**.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: January 23, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
 Proposed Contract Number: H63036-01C PIN 0761.19 BIN 336456-0

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 contract/agreement is for work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a design services agreement for the following: Demolition and Reconstruction of the Cutter Mill/Bayview Avenue Bridge over the LIRR in the Inc. Village of Great Neck Plaza.

Design of this mission will include the following: Design of an entirely new bridge structure is to be done following state and local standards. Significant deficiencies in both the superstructure and substructure were identified by New York State Department of Transportation (NYSDOT) in their Biannual Bridge Inspection Report. Due to the numerous issues, the Cutter Mill Road Bridge is to be replaced in-kind. Work to be done includes the complete demolition of the superstructure and substructure with construction of a new modern bridge from the foundation up, with no betterment to the road corridor. Coordination with various utilities and the LIRR will be necessary. Since construction for this project is Federally funded and eligible for eighty percent (80%) reimbursement, the design must proceed in accordance with the Procedures for Locally Administered Federal Aid Projects Manual.

Design is anticipated to involve a great volume of research, specialized staff knowledge and skill in bridge design.

2. The work involves the following: Development of a complete package of bid documents including a detailed design report, plans, specifications, estimate and any non-standard specifications required to bring the bridge system into a state of good repair and compliance within applicable codes and standards.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Two hundred and forty (240) days

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

Roseann D'Alleva

Roseann D'Alleva
 Deputy Commissioner

RD:RM:ac

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

K:\Support Staff\Author\Velasquez, Devin\CSEA Notif H63036-01C Cutter Mill Bridge.dv.doc



CONTRACT FOR SERVICES

1 THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) KS Engineers, P.C. a consultant engineering firm having its principal office at 494 Broad Street, 4th Floor Newark NJ 07102 (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 (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the development of an **Initial Project Proposal (IPP)**, the **Bridge Rehabilitation Justification Report (BRJR)**, the **Bridge Rehabilitation Report (BRR)**, the **Design Approval Document (DAD)** and the **PS&E with all back-up calculations for the Rehabilitation of Cutter Mill/Bayview Avenue Bridge over LIRR (Pt Wash) Pin Number (0761.19) BIN 3364560**. The specific work divisions and deliverables related to

this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed Five Hundred Eighty Seven Thousand Five Hundred Sixty Dollars (\$587,560.00) including contingency for additional expenses relating to reimbursable/out-of-pocket expenses, or unforeseen or unspecified work needed to meet the Scope of Work.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for

determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

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

(d) **Infringements of Patents, Trademarks, and Copyrights.** The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether the infringement arises out of compliance with the scope of services/scope of work.

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

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

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

7. **Compliance with Law.**

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

orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but

not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability

of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of

termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination 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 A122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or

maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

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

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

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

the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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


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

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

{Remainder of page intentionally lefty blank}

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

KS ENGINEERS, PC

By: 
Name: Kamal Shahid
Title: President
Date: 1/2/2020

NASSAU COUNTY

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

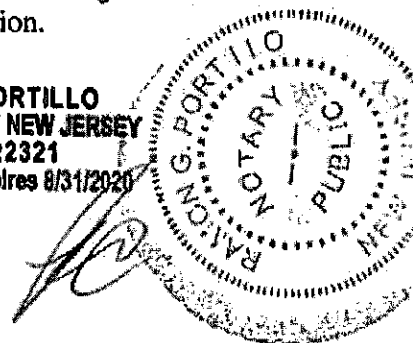
PLEASE EXECUTE IN BLUE INK

STATE OF NEW ^{Jersey} YORK)
COUNTY OF ^{Essex} NASSAU) ss.:

On the 2nd day of January in the year 2020 before me personally came Kamel Shahid to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex; that he or she is the President of KS Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



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

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

NOTARY PUBLIC

EXHIBIT A

A.1 Division A Services

Scope of Work:

Prospective proposers will be required to assess and evaluate the condition of the bridge system described in the Scope of Work for Bin #3364560 to identify necessary repairs and improvements to bring the bridge system into a state of good repair and compliance with applicable codes and standards. At a minimum, it is anticipated that the scope of the project will involve but not limited to the following as per current NYSDOT requirements:

A thorough inspection of bridge BIN # 3364560 in order to develop the Initial Project Proposal (IPP), the Bridge Rehabilitation Justification Report (BRJR), the Bridge Rehabilitation Report (BRR) and the Design Approval Document (DAD). Coordination with LIRR/MTA, NYSDOT and various other State Agencies such as, NY State Department of State, NYSDOS, NY State Department of Conservation (NYSDEC), US Army Corp of Engineers, (USACOE) and all applicable Agencies will be required for permits purposes. Upon NYSDOT approval of the (DAD), the selected firm will develop plans, for Advanced detail plans (ADP), and for Plans, Specifications and Estimates, (PS&E) in compliance with NYSDOT Specifications, Highway Design Manual and Bridge Design Manual. In Addition, the proposer must investigate the current condition of all structural components of the bridge and propose a viable solution to permanently fix and extend the life cycle of the bridge. Such components include but not limited to the following; the deck slabs and joints, rocker/fixed bearings, concrete parapet walls and sidewalks. All drainage structures in the vicinity of the bridge should be assessed to ensure proper functionality and if found to be deficient solutions should be proposed to remedy all sub-standard components of the drainage system. Sidewalks on both side of the bridge will need to be evaluated and upgraded as deemed necessary to comply with ASHTO and ADA requirements. Overall the Scope of work as described shall include at a minimum all work needed for a Bridge Project and accordingly the surrounding drainage system, accident analysis, Traffic Counts and Load rating analysis. All Non-standard features, if any on the Bridge approach roads shall also be addressed. Any special geotechnical investigation (other than soil boring) shall also be performed if deemed necessary.

A.1 Initial Project Proposal (IPP) & Bridge Rehabilitation Justification Report (BRJR)

I. Initial Project Proposal (IPP)

The selected Firm will be required to inspect the bridge and recommend alternatives with estimated costs to rehabilitate/repair/replace the bridge sub-structure and superstructure to improve safety and ridership experience for all users.

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

Prepare a Bridge Rehabilitation Report (BRJR) for the Reconstruction of Cutter Mill/Bayview Avenue Bridge over LIRR. The BRJR shall include the followings:

1. Thorough field investigation of project sites to identify bridge physical elements. Take digital photographs and videos as necessary to describe current conditions.
2. Description of the existing conditions and deficiencies identified by the Firm.
3. Description of the existing condition of the bridge approaches.
4. Inspect the surrounding drainage system, describe the system's condition and recommend any improvements.
5. Identify limits of Bridge underpass (e.g. right-of-way, LIRR facilities limits, etc.).
6. Evaluate sidewalks and curbs condition, paying careful attention for compliance with American Disability Act (ADA) requirements, if non-conforming, propose solution to mitigate.
7. Evaluate the condition of the bridge Abutments to report any structural deficiencies and propose solution to remedy.
8. Describe any potential environmental concerns and address action required.
9. Identify capacity issues, safety considerations, load rating and pavement and shoulder conditions.
10. Identify all traffic control devices and ITS features within the bridge boundaries.
11. Describe miscellaneous features, characteristics and condition.
12. Identify non-standard and non-conforming features.
13. Prepare a utility investigation and locate all major utilities including LIRR facilities. Provide preliminary report.
14. Identify design standards, critical design elements and controlling parameters. Obtain concurrence from the County/NYS DOT on the aforementioned design criteria before evaluating repair/bridge replacement option.
15. Discussion of repair improvement options or replacement alternative based on NYSDOT and budgetary considerations.
16. Explain what best practices and innovations are being recommended, if any.
17. Striping plan recommendations/modifications with input from Nassau County Traffic Engineering Unit.
18. Plan for maintenance and protection of traffic to implement the recommended option.

19. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design.
20. Describe how the recommended designs will affect the surrounding communities, such as school, office buildings, sports facilities, Religious institutions, local residents, businesses, traffic, and the environmental impacts during construction and nighttime work, if any.
21. How the recommended bridge project will be coordinated with any other planned projects within the vicinity, and how the schedule will be developed to minimize the disruption to local residents, businesses and communities.
22. Implementation of SWPPP.
23. Analyze the potential value of including a time-related contract provision as describe in NYSDOT "Guidelines for the use of Time-Related Contract provisions" NYSDOT EI 05-005.
24. Recommend preventative maintenance treatments.
25. Prepare a Bridge Rehabilitation justification Report (BRJR) with preliminary cost indicating, Final deliverable dates and construction schedule.
26. Prepare a preliminary construction cost estimate and provide all back-up documentation. Back-Up Documentation includes quantity takeoff of materials, basis of pricing etc.
27. The completed BRJR Report will be reviewed and approved by both Nassau County and NYSDOT.

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

A.2 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD)

- a) Prepare all applicable Reports as per NYSDOT requirements and submit eight (8) copies of the draft reports for review by NCDPW and NYSDOT.
- b) Meet and confer with NCDPW, NYSDOT and others as necessary, to discuss the parameters of the design and review comments on draft Reports. Finalize the Reports incorporating any revisions and provide eight (8) paper copies and electronic (*.PDF format)

A.3 Advance Detailed Plans (ADP) and Plans Specifications & Estimates (PS&E)

Upon County and NYSDOT written approval of the BRR, the Firm agrees to perform all the design services in connection with the preparation of Advance Detail Plans (ADP) and PS&E that include contract drawings, specifications, schedules and estimates, and all required permits, for **BIN 3364560; Reconstruction of Cutter Mill/Bayview Avenue Bridge over LIRR (Pt Washington Branch) in the Incorporated Village of Great Neck Plaza.** (the "Project") suitable for public bidding.

A. SURVEY:

The proposed Firm shall decide the appropriate surveying method to use and describe it in the proposal.

I. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

II. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

III. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from

information supplied by the respective sewer agency; buildings and other manmade structures and features (earthen berms, golf course tee boxes, hazards and greens) shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Trees having a diameter of six (6) inches and larger shall be depicted on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

IV. Detail Map

No Acquisition is anticipated and need to be considered for the proposal

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

B. RIGHT-OF-WAY MAPS

Right of Way Map per NYSDOT requirement shall be developed, the selected design firm shall investigate the Right of Way Ownership of LIRR and the adjacent properties in order to solicit a letter of No Objection from the Authorities having jurisdiction over these properties.

C. DESIGN PLANS

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Bridge Rehabilitation Report (BRR) that was approved by the Commissioner and NYSDOT. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm or as per stricter criteria provided by NYSDOT. Based upon the above criteria, the Firm shall:

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

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

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

D. SOILS INVESTIGATIONS AND REPORTS

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the written approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with capacity determination and foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with **Exhibit B Section II C.3 c) Extra Services, Reimbursement and Fees for Special Consultant Services and Extra Work.**

E. COORDINATION WITH PUBLIC, PRIVATE UTILITIES, MUNICIPALITIES AND LIRR/MTA

1. Contact all public utility agencies, private utility companies and LIRR/MTA known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations and determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities and approval of drawings by LIRR/MTA (as necessary). However, the Firm shall not be required to design

such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities or facilities.

3. Close coordination with Villages, Municipalities, Town, Utilities, LIRR/MTA and all other immediate or proposed projects in this area is anticipated.

F. FINAL DETAILED DRAWINGS AND SPECIFICATIONS

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

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task D-Soils Investigations and Reports shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and comprising all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of

excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

The Firm shall adhere to the following additional requirements:

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County and NYSDOT. The Contract drawings shall follow the standard sheets used by NYSDOT. The Firm shall furnish the contract drawings on CD-ROM and a flash drive.
2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book.
3. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, shall be done in coordination with the County's Traffic Engineering Unit.
4. During the preparation of these documents, the Firm shall perform the following services: Submit ADP, and PS&E full size plans and specifications for NYSDOT and County review, at a minimum (eight (8) sets of hard copy and digital copies of each document mentioned above) is required for approval.
5. Attend design progress review meetings in order to evaluate job advancement and to resolve design and all other related issues. A representative of the Firm will prepare draft and final minutes of meetings.
6. Submit one (1) copy of a detailed construction cost estimate with all associated back-up documentation including quantity takeoff of materials, basis of pricing etc. The cost estimates will have a breakdown by NYSDOT Specifications for each cost item in the estimate.
7. Prepare and submit all required environmental permits.
8. All documents regarding utility coordination and project related correspondence with Town, communities, etc. shall be provided in writing to Nassau County DPW, if so requested.
9. Prepare permit applications, correspondences, reports or submittals required by other agencies having jurisdiction. This task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at

least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Bridge Projects may include, but will not be limited to, the following:

- a. New York State Department of Transportation (NYSDOT)
- b. Nassau County agencies
- c. Other Local agencies (Towns, Villages, Municipalities.)
- d. LIRR/MTA

10. Submit written responses to all County, LIRR/MTA and NYSDOT review comments.
11. Make periodic site visits as necessary for a complete understanding of the system operation.
12. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
13. Review all comments and/or questions posed by prospective bidders.
14. Prepare all necessary addenda to the contract documents.
15. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
16. When requested, The Firm will provide copies of any and all design calculations
17. If requested, the Firm will assist the County should any design questions arise during the advertisement, bid period.

G. FEDERAL AND/OR NY STATE REQUIREMENTS

Legal Compliance

Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, the New York State Environmental Quality Review Act (SEQRA), New York State Pollution Discharge Elimination System (SPDES), Local and State codes and ordinances, and all other applicable Federal, State, and local regulations. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

A.4 Services During Construction

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

1. When requested in writing by the Commissioner, the Firm shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
2. The Firm shall render consulting services in connection with the execution of the work. In the performance of such services, The Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications. Attend construction progress meeting to assist in resolving Design related issues.
3. The Firm shall update the final detailed contract plans by preparing new as built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

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

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

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

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

H. CONTRACT TERMS

The agreement between the County and the selected firm shall be for a fixed term (three [3] years with an option for a fourth (4th) year). Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

County expects the BRR to be completed within 90 calendar days of notice to commence work, excluding NYSDOT review time. Once the BRR has been approved by NYSDOT and the fund obligated to start Final design The County expect the PS&E package to be completed and

submitted for approval by NYSDOT within 120 calendar days, excluding NYSDOT review time. Upon approval by NYSDOT and the County of the PS&E package, the County expect all biddable documents to be submitted to the County within a maximum 30 Days from the approval. Due to the time constraint, of noted on the STIP to obligate the fund, the design of the project is placed on an accelerated schedule. The Design Firm shall submit a schedule indicating the start, duration and completion of each milestone/task using Microsoft Project.

Services provided under **A.1 Bridge Rehabilitation Justification Report (BRJR) through A.4 Services During Construction** shall be paid using the format in **Exhibit B Payment Schedule** provided below.

Utilization Minority Requirements:

Nassau County MBE/WBE goals are currently a good faith effort, the DBE goal is a minimum 20 % good faith effort, and the SDVOB goal is a minimum 6 % good faith effort. Proposing Firms must attach a minority utilization plans based on above noted goals. No "TBD" will be accepted. Commissioner has the right to reject a proposal without the proper utilization plan.

EXHIBIT B

Payment Schedule

I. PRELIMINARY DESIGN

A.1 Initial Project Proposal (IPP) & Bridge Rehabilitation Justification Report (BRJR) and A.2 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD).

For conducting the work as described under Scope of work, section A.1 Initial Project Proposal (IPP) & Bridge Rehabilitation Justification Report (BRJR) and section A.2 Bridge Rehabilitation Report (BRR) and Design Approval Document (DAD), the Firm shall be paid on the basis of **Two point five (2.5)** times the actual salary of the technical personnel engaged in these works. The total cost to the County for said services shall not exceed the amount of **Sixty Two Thousand Nine Hundred Twenty Dollars and Zero Cents (\$62,920.00)** for Task A. 1 and **Sixty Eight Thousand Eight Hundred Thirty Dollars and Zero Cents (\$68,830.00)** for task A.2 set in the Cost Proposal under these tasks.

All payments shall be submitted with a progress report identifying the deliverable for each task. Payment at the time of preliminary submission shall not exceed 40% of the total anticipated fee for these tasks. Payment at the time of final submission shall not exceed 80% of the total anticipated fee for these tasks. The remaining 20% shall be paid upon acceptance of the reports by both NYSDOT and the County.

II. DETAILED DESIGN

a) A.3 Section A. Survey and Section B. Right of Way Maps

Survey and Right of Way Maps, payable upon completion and acceptance by NCDPW and NYSDOT.

For conducting the work as described under Scope of work, section A.3 sub sections A Survey and B Right Of Way Maps, the Firm shall be paid on the basis of **Two point five (2.5)** times the actual salary of the technical personnel engaged in these works. The total cost to the County for said services shall not exceed the amount of **Fourteen Thousand Eighty Dollars and Zero Cents (\$14,080.00)** set in the Cost Proposal under these tasks.

All payments shall be submitted with a progress report identifying the deliverable for each task. Payment at the time of preliminary submission shall not exceed 40% of the total anticipated fee for these tasks. Payment at the time of final submission shall not exceed 80% of the total anticipated fee for these tasks. The remaining 20% shall be paid upon acceptance of the reports by both NYSDOT and the County.

b) A.3 Section C. Design Plans, Section E. Coordination with Public, Private Utilities, Municipalities and LIRR/MTA, Section F. Final Detailed Drawings and Specifications

1. For the services described for the preparation of the Advance Detailed Plans (ADP), section C and E and of the Plans Specifications & Estimates (PS&E) section F, the Firm shall receive a basic design fee for the construction contract prepared not to exceed **Two Hundred Thousand**

Dollars and Zero Cents (\$200,000.00) appropriate for the net construction cost listed as follows:

NET CONSTRUCTION COST (For each Contract Prepared)	BASE DESIGN FEE (% of Net Construction Cost)
\$10,000,000.00	<u>2%</u>
\$8,000,000.00	<u>2.5%</u>
\$6,000,000.00	<u>3.33%</u>
\$4,000,000.00	<u>5% (\$200,000.00)</u>
\$3,000,000.00	<u>6.66%</u>
\$2,500,000.00	<u>8%</u>
\$1,500,000.00	<u>13.33%</u>

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

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

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

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

i. During the progress of the Preliminary Plans, as per A.3 Section C Design plans and Section E Coordination with Public, Private Utilities, Municipalities and LIRR/MTA, the Firm shall be paid at a rate of **Two point five (2.5)** times the direct salaries, up to 40% of the base design fee of **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, as determined by the percentage of work completed, shown by the submission of required progress reports as well as design document submittals, and as approved by the Commissioner.

ii. During the progress of the design for a construction contract as per A.3 Section F. Final Detailed Drawings and Specifications the Firm shall be paid at a rate of **Two point five (2.5)** times the direct salaries in monthly installments up to an accumulated total of 80% of the base design fee of **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** as determined by the percentage of work completed shown by the monthly progress reports as well as design document submittals, and as approved by NYSDOT, and the Commissioner. When the design for a construction contract is submitted to the Commissioner and NYSDOT for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.

iii. When the design for a construction contract has been fully completed Plans, Specifications, and Estimates (PS&E) and all necessary work has been accepted by NYSDOT and the Commissioner, the Firm shall be paid an additional sum equal to 5% of said base design fee based on the Engineers Estimate at that time.

iv. When the bids for the construction contract have been received, and upon an award of contract, the Firm shall be paid an additional sum to bring the total fee payments to 90% of the said base design fee **which is now based upon the low bid.**

v. Upon substantial completion and acceptance of construction contract work based on the Plans prepared by the Firm and the work accepted by the County and NYSDOT, an additional sum to bring the final payment up to 100% of the base design fee based upon the Net Construction Costs.

vi. It is understood and agreed that at the time the County makes final payment as provided in subdivision (5) above, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.

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

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

c) A.3 Reimbursement and Fees for Section D Soil investigations and Reports and for Special Consultant Services and Extra Services.

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

2. For its services describe in exhibit A Division II sub- section D Soil investigation and reports and for any extra services performed by the consultant at the request of the Commissioner, The Firm shall be reimbursed (from Allowances) for the actual cost of special consultant services and extra works that have been pre-approved in writing by the Commissioner of Public Works or his or her duly designated deputy.

III. SERVICES DURING CONSTRUCTION: a) General Construction Support

Services described in A.4 Services during construction shall be compensated on the basis of **Two point five (2.5) times Salary Multiplier**. The actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a **two-point five (2.5) multiplier**. The total cost to the County for said services shall not exceed the amount of **Forty-Three Thousand Eight Hundred Dollars and Zero Cents (\$43,800.00)**

a) **Inspection Services during Construction are not included in this Agreement**

IV. OUT-OF POCKET EXPENSES

a) **Out-of-Pocket Expenses:**

The Firm shall be reimbursed (from Allowances) for the following actual cost of "out-of-pocket" expenses that have been pre-approved in writing by the Commissioner of Public Works:

Traveling cost for reporting to construction site is not considered out-of-pocket.

1. Additional models, renderings, and or photographs in excess than those requested herein
Reproduction of drawings in excess of 15 copies.

2. Transportation and living expenses for approved and required travel beyond a 50 miles radius of the job site with prior written approval of the Commissioner and at rates established by the County for its own employees.

3. If requested by the Commissioner in writing the time expended by technical expertise.

4. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in C.3 Division A SURVEYS.

5. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" - Task I Co-ordination with Public and Private Utilities.
6. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.
7. For additional work not specifically defined herein but which may be required and has been authorized in writing by the Commissioner.
8. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.
9. When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

b) SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

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

V. General Requirement:

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increases within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00).

VI. PAYMENTS TO THE FIRM

a) With regard to task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required- It is the County's

intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiplier exceed One Hundred and Seventy-Five Dollars (\$175.00) per hour for any employee or principal while engaged in a technical service.

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

c) Claims shall be submitted no more than once a month. All claims for compensation shall be made upon forms or copies of forms supplied by the County Comptroller and shall be approved for payment by the Commissioner and his or her duly designated deputy and shall be accompanied with the following, but not limited, documents:

1. Certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked, and the total compensation earned.
2. Staffing plan as approved by the Commissioner of Public Works or his or her duly designated deputy.
3. Progress reports indicating the work done, and list of submittals if any, for the requested pay period.
4. Certified payroll reports and timesheets.

All claims for compensation shall be made upon forms supplied by the County Comptroller and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable

without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix "L"

Certificate of Compliance

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

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

Kamal Shahid (Name)

494 Broad Street, 4th Fl, Newark, NJ 07102 (Address)

973-623-2999 (Telephone Number)


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

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

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

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

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

1/2/2020 
Dated Signature of Chief Executive Officer

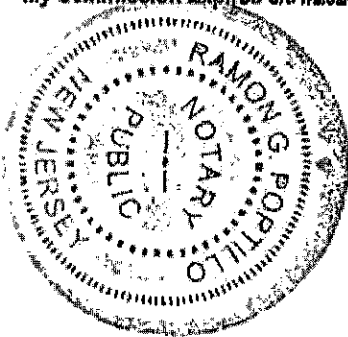
Kamal Shahid
Name of Chief Executive Officer

Sworn to before me this

2nd day of January, 2020.


Notary Public

RAMON G. PORTILLO
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50022321
My Commission Expires 8/31/2020



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: September 12, 2019 (Revised January 2, 2020)

SUBJECT: Design Services for Reconstruction of Cutter Mill Road/Bayview Avenue
 Bridge over LIRR (Pt Washington)
 PIN # 0761.19
 RFP No. PW-H63036-01C
 Recommendation of Award

The Nassau County Department of Public Works (NCDPW) desires to procure Design Services for the Reconstruction of Cutter Mill Road/Bayview Avenue Bridge over LIRR (Port Washington), PIN # 0761.19. The scope of work includes but is not limited to the following; assess and evaluate all structural components of the bridge to identify necessary repairs and improvements, provide study, surveying, planning, investigation/inspection, ADA compliance, drainage investigation, testing, engineering design, accident analysis, traffic counts, load rating analysis, AutoCAD drafting, maintenance and protection of traffic plans, scheduling, design review and other design related tasks as per New York State Department of transportation (NYSDOT) Codes and standards. In addition, coordination with various Federal and State agencies, Long Island Railroad, (LIRR), Religious Institutions, Schools, Businesses, Office Buildings, Parkland, Towns, Villages, Municipalities, and all utilities with identified facilities must be established for the bridge project. Prepare all required NYSDOT reports, coordinate with various NY State Agencies to obtain required permits, develop and prepare Advance Detail Plans (ADP) and Plans, Specifications and Estimates, (PS&E) in compliance with NYSDOT Specifications, Highway Design Manual and Bridge Design Manual.

The "Request for Proposal" (RFP) was prepared in conformance with NYSDOT and Nassau County Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter and in Newsday.

The County received four (4) responses to the Request for Proposals (RFP), all proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Rakhal Maltra, P.E., Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction; Andrea Pereira, Civil Engineer II. and Garry Desyr, Civil Engineer II.

After tabulating the combined technical scores and establishing ranking order, as per below attached table, it was determined that KS Engineers, P.C. (KSE) (87) and Hardesty & Hanover, LLC. (H&H) (86.5) were ranked respectively the best two (2) technical proposal. The Committee after open discussion and deliberation, reached the consensus to open all four (4) cost proposals, because all four (4) firms having high score, were deemed qualified to perform the required work.

Upon review of the cost proposal it was established that GPI with a cost estimates \$14,598.21 lesser than KSE was artificially low, due to many assumptions made by the firm in their technical proposal. KSE with a cost estimates of \$609,630.00, which is \$92,370.00 lower than H&H and \$150,214.00 lower than LiRo, represents a fair fee for the proposed scope of work and services. The TRC after consultation, asked KSE to complete the fee curve percentage associated with the Net construction Cost provided in section B sub-section 4 detail Design & Construction Documents and to provide a BAFO. After further review of the submitted revised cost estimates, the Committee concluded that KSE Engineering, P.C. with a revised cost estimates of \$489,630.00 which is \$212,370.00 lower than H&H represents the best value for the County. For contracting purposes, a contingency will be added to KSE proposed amount, resulting in a contract award amount of \$ 587,560.00



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

September 12, 2019 (Revised January 2, 2020)

Page two

SUBJECT: Design Services for Reconstruction of Cutter Mill Road/Bayview Avenue
Bridge over LIRR (Pt Washington)
PIN # 0761.19

RFP No. PW-H63036-01C

Recommendation of Award

FIRM	AVERAGE	RANK	Cost Proposal	BAFO	Including Contingency
KS Engineers	87.00	1	\$609,630.00	\$489,630.00	\$587,560.00
Hardesty & Hanover	86.50	2	\$702,000.00		
LiRo	86.00	3	\$759,844.00		
GPI	82.00	4	\$595,031.79		

* BAFO was requested from the top Ranked Firm

It is the Department's recommendation that KS Engineering, P.C. be retained for this contract. Funding for said services is available under Capital Project Number 63036.

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




Kenneth G. Arnold
Commissioner

KGA:RM:jd

c: Rakhal Maltra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Andrea Pereira, Civil Engineer II
Garry Desyr, Civil Engineer II

APPROVED:


Brian J. Schneider
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number **19-0009**

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

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

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Cutter Mill Road/Bayview Avenue Bridge ReplacementDepartment: Public Works Project Manager: Garry DesyrDate: 10-Jan-19Service Requested: Design ServicesJustification: To meet the requested timeline to bid and construct the phase in the requested time period, an increase in engineering staffing will be needed to prepare the Construction documents. The project is on the STIP and eligible for 80% Federal reimbursement.Requested by: DPW

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment)

\$600,000

Circle appropriate phase

Total Project Cost: +/- \$5,300,000.00Date Start Work: Summer 2019Duration: 8 Months

Includes, design, construction and CM

Phase being requested

Phase being requested

Capital Funding Approval:

YES ☒NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

6.3036

See Attached Sheet if multiyear

☐

WE will RFP in the 1st

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

63036-000

use this on all encumbrances

Timesheet Code:

19-0009

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☐or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒NO ☐

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

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

TO: Garry Desyr, Civil Engineer II

FROM: Office of the Commissioner

DATE: January 23, 2019

SUBJECT: CSEA Sub-Contracting Approval
C19-009 –Contract No. H63036-01C – Design services for Demolition and
Reconstruction of the Cutter Mill/Bayview Avenue Bridge over the LIRR
Inc. Village of Great Neck Plaza

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-009**.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: January 23, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
 Proposed Contract Number: H63036-01C PIN 0761.19 BIN 336456-0

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 contract/agreement is for work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a design services agreement for the following: Demolition and Reconstruction of the Cutter Mill/Bayview Avenue Bridge over the LIRR in the Inc. Village of Great Neck Plaza.

Design of this mission will include the following: Design of an entirely new bridge structure is to be done following state and local standards. Significant deficiencies in both the superstructure and substructure were identified by New York State Department of Transportation (NYSDOT) in their Biannual Bridge Inspection Report. Due to the numerous issues, the Cutter Mill Road Bridge is to be replaced in-kind. Work to be done includes the complete demolition of the superstructure and substructure with construction of a new modern bridge from the foundation up, with no betterment to the road corridor. Coordination with various utilities and the LIRR will be necessary. Since construction for this project is Federally funded and eligible for eighty percent (80%) reimbursement, the design must proceed in accordance with the Procedures for Locally Administered Federal Aid Projects Manual.

Design is anticipated to involve a great volume of research, specialized staff knowledge and skill in bridge design.

2. The work involves the following: Development of a complete package of bid documents including a detailed design report, plans, specifications, estimate and any non-standard specifications required to bring the bridge system into a state of good repair and compliance within applicable codes and standards.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Two hundred and forty (240) days

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

Roseann D'Alleva

Roseann D'Alleva
 Deputy Commissioner

RD:RM:ac

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



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Kamal Shahid, PE, President

Name and Title of Authorized Representative

m/d/yy



Signature

02/24/2020

Date

KS Engineers, P.C.

Name of Organization

494 Broad Street, 4th Floor, Newark, NJ 07102

Address of Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2019

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

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

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Timothy P. Esler, CPCU PHONE (A/C No. Ext.): (201) 262-1200 FAX (A/C No.): (201) 262-7010 E-MAIL ADDRESS: certs@fenner-esler.com													
INSURED KS Engineers, P.C. 494 Broad Street 4th Floor Newark NJ 07102-3217		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: RLI Insurance Company</td><td>NAIC # 13056</td></tr><tr><td>INSURER B: Selective Fire & Casualty Insurance Co</td><td>14377</td></tr><tr><td>INSURER C: Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER D: Continental Insurance Company of NJ</td><td>42625</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: RLI Insurance Company	NAIC # 13056	INSURER B: Selective Fire & Casualty Insurance Co	14377	INSURER C: Travelers Property Casualty Co	25674	INSURER D: Continental Insurance Company of NJ	42625	INSURER E:		INSURER F:	
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INSURER D: Continental Insurance Company of NJ	42625														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Master 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR SVRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Contractual & XCU Coverage Per GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	PSB0004115 Policy Terms & Conditions Includes Coverage within 50' of RR	7/31/2019 7/31/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>Valuable Papers/per occurrence</td><td>\$ 500,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Valuable Papers/per occurrence	\$ 500,000	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
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PROPERTY DAMAGE (Per accident)	\$																											
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	82315780	7/31/2019 7/31/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$														
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$														
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E.L. DISEASE - EA EMPLOYEE	\$																											
E.L. DISEASE - POLICY LIMIT	\$																											
D	<input type="checkbox"/> PROFESSIONAL & POLLUTION <input type="checkbox"/> INCIDENT LIABILITY			AZHS91967355 FULL PRIOR ACTS	11/21/2019 11/21/2020	<table border="1"><tr><td>PER CLAIM LIMIT</td><td>\$5,000,000</td></tr><tr><td>ANNUAL AGGREGATE LIMIT</td><td>\$5,000,000</td></tr></table>	PER CLAIM LIMIT	\$5,000,000	ANNUAL AGGREGATE LIMIT	\$5,000,000																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: KSE 2019-2315 - Rehabilitation Design of Cutter Mill Road Bridge, 0761.19. Additional Insured - County of Nassau - Dept of Public Works, NY as respects general, auto and excess liability where required by written contract. General, auto and excess Liability Additional Insured is primary and non-contributory where required by written contract. Waiver of Subrogation applies as respects general, auto and excess liability where required by written contract. 30 day written notice of cancellation to the certificate holder applies.

CERTIFICATE HOLDER

CANCELLATION

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

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>KS Engineers, P.C. 65 Broadway, Suite 1002 New York, NY 10006</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>973-623-2999</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>223341410</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County Of Nassau 1194 Prospect Avenue Westbury, NY 11590</p> <p>KSE 2019-2315- Rehabilitation Design of Cutter Mill Road Bridge, 0761-19</p>	<p>3a. Name of Insurance Carrier</p> <p>Arch Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>11DBL0729200</p> <p>3c. Policy effective period</p> <p>4/1/2020 to 3/31/2021</p>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 4/22/2020 By 
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 201-743-3937 Name and Title James Iannicelli, AVP Accident & Health

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
 (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 223341410

KS ENGINEERS, P.C.
494 BROAD STREET
4TH FLOOR
NEWARK NJ 07102



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER KS ENGINEERS, P.C. 494 BROAD STREET 4TH FLOOR NEWARK NJ 07102		CERTIFICATE HOLDER NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS 170 CANTIAGUE ROCK ROAD HICKSVILLE NY 11801	
POLICY NUMBER L 2422 007-1	CERTIFICATE NUMBER 121840	POLICY PERIOD 07/31/2019 TO 07/31/2020	DATE 07/19/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2422 007-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 409502841



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 223341410
KS ENGINEERS, P.C.
494 BROAD STREET
4TH FLOOR
NEWARK NJ 07102



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER KS ENGINEERS, P.C. 494 BROAD STREET 4TH FLOOR NEWARK NJ 07102		CERTIFICATE HOLDER COUNTY OF NASSAU 1194 PROSPECT AVENUE WESTBURY NY 11590	
POLICY NUMBER L2422 007-1	CERTIFICATE NUMBER 477651	POLICY PERIOD 07/31/2019 TO 07/31/2020	DATE 11/14/2019

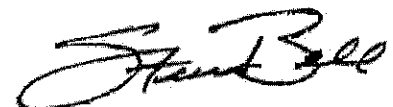
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NEW YORK STATE INSURANCE FUND

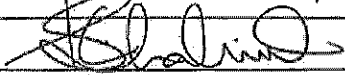


DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 84458833

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	KS Engineers, P.C.
Address (street/city/state/zip code):	494 Broad Street, 4th Floor - Newark, NJ 07102
Authorized Representative (name/title):	Kamal Shahid, PE - President
Authorized Signature:	
Contract Number:	RFP No. PW-H63036-01C
Contract/Project Name:	Design Services for the Reconstruction of Cutter Mill Road / Bayview Avenue Bridge over LIRR Inc. Village of Great Neck Plaza
Contract/Project Description:	Reconstruction / rehabilitation of the bridge carrying Cutter Mill Road / Bayview Avenue over the Long Island Rail Road. A recent inspection revealed significant deficiencies in the the superstructure and sub-structure of the bridge. The work is required to rectify the deficiencies identified.

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$489,630.00		100%
Total DBE Dollar Amount	—	DBE Contract Percentage	—
Total MBE Dollar Amount	\$438,219.00	MBE Contract Percentage	89.5%
Total WBE Dollar Amount	\$14,199.00	WBE Contract Percentage	2.9%
Total Combined D/M/WBE Dollar Amount	\$452,418.00	Combined D/M/WBE Contract Percentage	92.4%

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

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount(\$) and Award Date	DBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: KS Engineers, P.C. Address: 494 Broad Street, 4th Floor City: Newark State/Zip Code: New Jersey 07102 Authorized Representative: Kamal Shahid, PE Telephone No. 973.623.2999	Project Management, Structural, Civil and Geotechnical Engineering, and MPT	Amount (\$): 438,219.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: TriState Planning Engineering & Land Surveying, P.C. Address: 161-01 Horace Harding Expressway City: Fresh Meadows State/Zip Code: New York 11365 Authorized Representative: Shavawn Lockhart Telephone No. 516.496.7700	Surveying Services	Amount (\$):14,190.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date: