

Certified:

E-111-20

E-111-20

NIFS ID:CLPW20000006 Department: Public Works**Capital: X**

SERVICE: Design Services Amendment No.1 S35114-12C

Contract ID #:CFPW15000059

NIFS Entry Date: 27-APR-20

Term: from to

Amendment
Time Extension: X
Addl. Funds: X
Blanket Resolution:
RES#

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

Vendor Info:	
Name: H2M Architects + Engineers	Vendor ID#: [REDACTED]
Address: 538 Broad Hollow Road, 4th FL, East Melville, NY 11747	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Vinny Falkowski
Address: CCWPCP 3340 Merrick Rd - R Bldg Wantagh, New York 11790
Phone: 516 571-7515

2020 JUN 17 P 2:00
NASSAU COUNTY
CLERK OF THE SUPREME COURT

Routing Slip

Department	NIFS Entry: X	27-APR-20 -- LDIONISIO
Department	NIFS Approval: X	04-JUN-20 -- KARNOLD
DPW	Capital Fund Approved: X	04-JUN-20 -- KARNOLD
OMB	NIFA Approval: X	23-JUL-20 -- CNOLAN
OMB	NIFS Approval: X	05-JUN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	05-JUN-20 -- NSARANDIS
County Atty.	Approval to Form: X	05-JUN-20 -- NSARANDIS
CPO	Approval: X	24-JUL-20 -- KOHAGENCE

DCEC	Approval: X	24-JUL-20 -- JCHIARA
Dep. CE	Approval: X	24-JUL-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-JUL-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: This is amendment is for professional services agreement for the Glen Cove Wastewater Treatment Plant Marine Bulkhead Replacement. The original agreement is for detailed design services addressing replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead shows extensive deterioration beyond repair, which jeopardizes the structural stability of the retained embankment and, in turn, the plant's outfall chamber. Due to an increase in scope based on the site conditions, including the need for a groundwater investigation and redesign effort, this amendment for cost and time is needed. The redesign revises the design from a complete bulkhead replacement to the construction of a new bulkhead. It was a collaboration between the US Army Corps of Engineers, the NYSDEC, H2M and the Department of Public Works</p>
<p>Method of Procurement: The procurement method used for this agreement was a request for proposal (RFP). The RFP was prepared in accordance with the Departments Policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was advertised in Newsday on June 14, 2015. Proposals were received on August 14, 2015 and H2M was selected as the highest technically rated firm with the cost proposal that offers the best value to the County.</p>
<p>Procurement History: The County entered into an agreement with the aforementioned vendor for a term from April 25, 2016 through April 24, 2018. The original term was extended by one (1) year with a letter from the Commissioner on February 16, 2018, to April 24, 2020 as allowed by the agreement.</p>
<p>Description of General Provisions: This amendment will extend the original term to be coterminous with completion of the construction contract, and terminating one (1) year after construction completion and submission of the firm's one (1) year project operating report.</p>
<p>Impact on Funding / Price Analysis: Funding is made available from Capital Project 35114. Increases the maximum amount by \$54,960.00. The new maximum amount is \$172,480</p>
<p>Change in Contract from Prior Procurement: The original agreement has expired as of April 24, 2018. The County then extended the original agreement by one (1) year by executing an option in the original agreement. A letter of extension was sent to H2M on February 16, 2018, extending the expiration date to April 24, 2020. This amendment will add time and cost to the original contract term, and conclude one (1) year after the end of the construction contract and submission of the project operation report, and add a cost increase of \$54,960.</p>
<p>Recommendation: (approve as submitted) Approve as submitted.</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCSW	Revenue		1	PWCSWCSW/3511	\$ 54,960.00
Control:	35					

Resp:	114
Object:	00002
Transaction:	CL
Project #:	35114
Detail:	012

RENEWAL	
% Increase	
% Decrease	

Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 54,960.00
Other	\$ 0.00
TOTAL	\$ 54,960.00

	4/00002	
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 54,960.00

RULES RESOLUTION NO. – 2020

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with H2M architects & engineers, DPC for Detailed Design Services in connection with the Glen Cove Wastewater Treatment Plant Marine Bulkhead Replacement, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with H2M architects & engineers, DPC

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** H2M Architects + Engineers

2. **Dollar amount requiring NIFA approval:** \$54960

Amount to be encumbered: \$54960

This is a Amendment

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

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

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

3. **Contract Term:** The term will commence on April 25, 2020, and conclude one (1) year after the end of the construction contract and submission of the project operation report.

Has work or services on this contract commenced? Y _____

If yes, please explain: Amendment to an active project

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	Federal %	0
X Capital Improvement Fund (CAP)		State %	0
Other		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? Y

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

This is Amendment No.1 of professional services agreement S35114-12C. The original agreement is for detailed design services addressing replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead shows extensive deterioration beyond repair, which jeopardizes the structural stability of the retained embankment and, in turn, the plant's outfall chamber. Due to an increase in scope based on the site conditions and amendment for cost and time is needed.

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

Nassau County Attorney as to form

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

23-JUL-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: H2M Architects + Engineers

CONTRACTOR ADDRESS: 538 Broad Hollow Rd, 4th Floor East, Melville, NY 11747

FEDERAL TAX ID #: 11-2235604

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

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

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

The contract was originally executed by Nassau County on 04/25/16 [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 a request for proposals (RFP) was advertised in Newsday and posted on the County's website. Eight (10) technical proposals were received on August 15, 2015 and were evaluated by NCDPW personnel in December 2015. Qualifications based selection (QBS) procedures were used for the procurement of professional services for this contract.

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Richard W. Humann, P.E. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

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

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

Vendor Disclosures

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

Name of Submitting Entity: H2M architects + engineers

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

Vendor's EIN or TIN: 11-2235604

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
01/06/2020 04:30:32 PM

Lobbyist Registration and Disclosure Form:
01/09/2020 11:39:52 AM

Business History Form certified:
03/02/2020 02:59:16 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
01/27/2020 12:23:47 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Richard W. Humann, P.E. [RHUMANN@H2M.COM]	01/27/2020 11:56:44 AM
Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]	01/27/2020 12:27:02 PM
Gregory C. Smith, CPA [GSMITH@H2M.COM]	01/27/2020 12:29:12 PM

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

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

CERTIFICATION

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

Richard W. Humann, P.E.

Name

President & CEO

Title

H2M architects + engineers

Name of Submitting Entity

03/09/2020 08:50:08 AM

Date

Business History Form

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

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

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

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

Date: 01/27/2020

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

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

City: Melville State/Province/Territory: NY Zip/Postal Code: 11572

Country: US

Address: 575 Broad Hollow Rd

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

Country: _____

Start Date: _____ End Date: _____

Address: 132 West 31st Street, Suite 604

City: New York State/Province/Territory: NY Zip/Postal Code: 10001

Country: _____

Start Date: _____ End Date: _____

Address: 2 Executive Boulevard, Suite 401

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

Country: _____

Start Date: _____ End Date: _____

Address: 2700 Westchester Avenue, Suite 415

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

Country: _____

Start Date: _____ End Date: _____

Address: 737 Roanoke Avenue

City: Riverhead State/Province/Territory: NY Zip/Postal Code: 11701

Country: _____

Start Date: _____ End Date: _____

Address: 119 Cherry Hill Road, Suite 110

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

Country: _____
Start Date: _____ End Date: _____

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

Address: 3 Lear Jet Lane, Suite 205
City: Latham State/Province/Territory: NY Zip/Postal Code: 12110
Country: _____
Start Date: _____ End Date: _____

Address: 2380 Route 9 South, Building C, Suite 1
City: Howell State/Province/Territory: NJ Zip/Postal Code: 07731
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: 05-499-2334

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

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:

H2M Associates, Inc. is a 100% wholly owned subsidiary which will not be taking part in this project.

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.
No conflict exists.

- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

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

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

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1933

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

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Responses (Shareholders).pdf

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

No officers and directors from this company have been attached.

1 File(s) Uploaded: Responses (Shareholders).pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

487

- vi) Annual revenue of firm;

60434656

- vii) Summary of relevant accomplishments

Please see attached.

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

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

B. Indicate number of years in business.

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

Not applicable.

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

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

Company	Town of Huntington		
Contact Person	Ed Parrish, P.E., Town Civil Engineer		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3206		
Fax #	(631) 351-3212		
E-Mail Address	eparrish@huntingtonny.gov		

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

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

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

CERTIFICATION

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

Name of submitting business: H2M architects + engineers

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

President & CEO
Title

03/02/2020 02:59:16 PM
Date

RESPONSES TO BUSINESS HISTORY FORM

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

Questions Aii and Aiii

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	NY Foil 87.2(b) - Pers Privacy	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.		Chief Market Director, Executive Vice President
Steven J. Hyman, P.E.		Principal Office Director, Executive Vice President
Gregory C. Smith, CPA		Chief Financial Officer, Executive Vice President, Treasurer
Michael J. Bonacasa, AIA		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
George W. Desmarais, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Michael W. Keffler, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Charles A. Martello, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Philip J. Schade, P.E.		Senior Vice President
Elizabeth C. Uzzo		Senior Vice President
Saverio J. Belfiore, AIA		Vice President
Steven C. Hearl, P.E.		Vice President
Ernest V. Iannucci, P.E.		Vice President
Paul R. Lageraen, P.E.		Vice President
Sui Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President
David L. Mammia, AIA		Vice President
Joseph A. Manzella, P.E.		Vice President

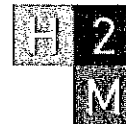
David J. Pacheco, AIA	NY Foil 87.2(b) - Pers Privacy	Vice President
Jay Pisco, P.E.		Vice President
Dennis A. Ross, AIA		Vice President
James Roberts, P.E.		Vice President
William Rockensies, P.E.		Vice President
Richard B. Schommer, P.E.		Vice President
Michael V. Tumulty, P.E.		Vice President
Christopher Weiss, P.E.		Vice President
Richard Wiedersum, AIA, LEED AP		Vice President
Veronica E. Byrnes, R.A., LEED AP		Assistant Vice President
Patrick K. Cole, P.E., CME, CPWM		Assistant Vice President
John R. Collins, P.E.		Assistant Vice President
Alexander Hochhausl, P.E.		Assistant Vice President
Robert E. Ikes, III, R.A.		Assistant Vice President
Michael W. Lanier, P.E., LEED AP		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Kenneth A. Keltai, RLA, ISA		Assistant Vice President
Debra L. Mattina		Assistant Vice President
Matthew R. Mohlin, P.E.		Assistant Vice President
Sharon Norton Remmer		Assistant Vice President
Kevin M. Paul, AIA, LEED AP		Assistant Vice President
Jamie Pizzardi		Assistant Vice President
William Rospars		Assistant Vice President
John Schnurr, P.L.S.		Assistant Vice President
Kevin M. Taylor		Assistant Vice President
Joseph Todaro, P.E., LEED AP		Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS

NAME	ADDRESS	TITLE
Alison K. Auriemma, P.E., LEED AP	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Robert F. Bee, R.A., LEED AP		Senior Associate
Philip Bianco		Senior Associate

Kenneth R. Gehringer, AIA	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Scott D. Lehn, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Eric W. Maisch, R.A., LEED AP		Senior Associate
Richard Palladino		Senior Associate



Introduction and Legal Existence

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

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

H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at **New York City, Albany, Westchester and Suffern New York, and Parsippany and Wall Township, New Jersey.**

Firm History

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

The full complement of our professional staff includes:

- Staff Resources of over 480 Employees
- 81 Licensed Professional Engineers
- 57 Registered Architects
- 36 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS and CAD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators



Date of Formation

Legal Firm Name:

H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

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

State of Incorporation: New York

Number of Employees: 487


Annual Revenue of Firm: Net revenue for 2018 was \$60,434,656

Number of Years in Business: Established in 1933

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

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

Certificate of Authorization

<p style="text-align: center;">THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT</p> <p>THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES</p> <p style="text-align: center;">H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC 538 BROAD HOLLOW RD 4TH FLOOR EAST MELVILLE, NY 11747-5076</p> <p>TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2018 TO 12/31/2020.</p> <p style="text-align: center;"></p> <p style="text-align: center;">MAYELLEN ELIA COMMISSIONER OF EDUCATION</p> <p>CERTIFICATE NUMBER 0014948</p>
--

Sustainable Design

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

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



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?

Please see attached.

1 File(s) uploaded: Attachment to Political Campaign Contribution Disclosure Form 2020.pdf

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:
Richard Humann, P.E. [RHUMANN@H2M.COM]

Dated: 01/06/2020 04:30:32 PM

Vendor: H2M architects + engineers

Title: President & CEO

Attachment to Political Campaign Contribution Disclosure Form

Laura Curran 2017: 1/5/17 \$150.00 Campaign Kickoff; 3/8/17 \$500.00 Reception; 6/27/17 \$700.00 Reception; 9/21/17 - \$5000.00 Donation; 12/8/17 \$1000.00 Reception; Friends of Rose Walker 3/25/17 - \$1000.00 Luncheon; Friends of Laura Schaefer 3/30/17 - \$200.00 Reception

Martins for Nassau 6/6/17 - \$150.00 Cocktail Party; 7/12/17 \$125.00 BBQ; 10/11/17 \$1000.00 Cocktails; Friends of Vincent Muscarella 9/24/17 \$150.00;

Laura Curran 2018: 2/4/19 \$500; 5/30/18 \$1000; 8/24/2018-Curran for Nassau-\$1000

Laura Schaefer 2019: 6/17/2019 \$300.00

Nassau County Republican Committee 3/11/19 \$500

Friends of Rose Walker July 2019 - \$250



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, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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, no lobbyists exist.

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

None, no lobbyists exist.

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:
Richard Humann, P.E. [RHUMANN@H2M.COM]

Dated: 01/09/2020 11:39:52 AM

Vendor: H2M architects + engineers

Title: President & CEO

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

Date of birth: [REDACTED]

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East

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

Country: US

Telephone: (631) 756-8000

Other present address(es):

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

Country:

Telephone:

List of other addresses and telephone numbers attached

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

President 01/02/2012

Chairman of Board 01/01/2013

Chief Exec. Officer 01/02/2013

Chief Financial Officer

Vice President 01/17/2005

(Other)

Treasurer

Shareholder

Secretary

Partner

NY Foil 87.2(b) - Pers Privacy

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

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

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)

H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

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

YES ☒ NO ☐ If Yes, provide details.

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

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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

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

CERTIFICATION

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H2M architects + engineers

Name of submitting business

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

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

President & CEO

Title

01/27/2020 11:56:44 AM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gregory C. Smith, CPA

Date of birth: [REDACTED]

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East

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

Country: US

Telephone: (631) 756-8000

Other present address(es):

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

Country: _____

Telephone: _____

List of other addresses and telephone numbers attached

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

President _____

Chairman of Board _____

Chief Exec. Officer _____

Chief Financial Officer 01/01/2014

Vice President _____

(Other) _____

Treasurer _____

Shareholder _____

Secretary _____

Partner _____

01/01/2014

NY Foil 87.2(b) - Pers Privacy

Type	Description	Start Date
Other	Controller	09/21/1987
Other	Executive Vice President	01/01/2018
Other	Senior Vice President	01/01/2016

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

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

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.

H2M Associates, Inc. (wholly owned subsidiary): Treasurer, CFO (2005 to present)

H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): Treasurer, CFO (2005 to present)

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

YES ☒ NO ☐ If Yes, provide details.

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

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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

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

CERTIFICATION

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

H2M architects + engineers

Name of submitting business

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

Gregory C. Smith, CPA [GSMITH@H2M.COM]

Chief Financial Officer & Executive Vice President

Title

01/27/2020 12:29:12 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph M. Mottola, AIA

NY Foil 87.2(b) - Pers Privacy

Country: US

Business Address: 538 Broad Hollow Road, 4th Floor East

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

Country: US

Telephone: (631) 756-8000

Other present address(es):

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

Country: _____

Telephone: _____

List of other addresses and telephone numbers attached

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

President _____

Chairman of Board _____

Chief Exec. Officer _____

Chief Financial Officer _____

Vice President _____

(Other) _____

Treasurer _____

Shareholder _____

Secretary _____

Partner _____

NY Foil 87.2(b) - Pers Privacy

01/01/2019

01/02/2004

Type	Description	Start Date
Other	Executive Vice President	01/10/2018
Other	Senior Vice President	01/14/2015
Other	Deputy Chief Operating Officer, Assistant Secretary	01/10/2018
Other	Chief Operating Officer	01/01/2019

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

NY Foil 87.2(b) - Pers Privacy

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?

NY Foil 87.2(b) - Pers Privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary)

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

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

YES ☒ NO ☐ If Yes, provide details.

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

H2M Architects & Engineers, Inc. has the following 3 contracts: Manasquan River Regional Sewerage Authority, NJ (2018), Housing Authority of Bergen County, NJ (2018), Princeton First Aid & Rescue Squad (2016)

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

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

CERTIFICATION

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

H2M architects + engineers

Name of submitting business

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

Joseph M. Mottola, AIA [JMOTTOLA@H2M.COM]

Executive Vice President

Title

01/27/2020 12:27:02 PM

Date

COUNTY OF NASSAU

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

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

Address: 538 Broad Hollow Road, 4th Floor East

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

Country: _____

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

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

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

1 File(s) uploaded Responses to Vendor Disclosure (Shareholders).pdf

No principals have been attached to this form.

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

If none, explain.

See attached

1 File(s) uploaded Responses to Vendor Disclosure (Shareholders).pdf

No shareholders, members, or partners have been attached to this form.

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

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

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

None, no lobbyists exist.

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

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

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

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

Dated: 01/27/2020 12:23:47 PM

Title: President & CEO

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

RESPONSES TO VENDOR DISCLOSURE FORM

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

Questions 4 and 5

NAME	ADDRESS	TITLE
Richard W. Humann, P.E.	NY Foil 87.2(b) - Pers Privacy	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA		Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.		Chief Market Director, Executive Vice President
Steven J. Hyman, P.E.		Principal Office Director, Executive Vice President
Gregory C. Smith, CPA		Chief Financial Officer, Executive Vice President, Treasurer
Michael J. Bonacasa, AIA		Senior Vice President
Jeffrey L. Czajka, P.E.		Senior Vice President
George W. Desmarais, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Michael N. Gentils		Senior Vice President
Michael W. Keffer, P.E.		Senior Vice President
Ronald B. Lanner, R.A.		Senior Vice President
Charles A. Martello, P.E.		Senior Vice President
James L. Neri, P.E.		Senior Vice President
Guy Y. Page, R.A.		Senior Vice President
Philip J. Schade, P.E.		Senior Vice President
Elizabeth C. Uzzo		Senior Vice President
Saverio J. Belfiore, AIA		Vice President
Steven C. Hearl, P.E.		Vice President
Ernest V. Iannucci, P.E.		Vice President
Paul R. Lageraen, P.E.		Vice President
Sul Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President

David L. Mammina, AIA	NY Foil 87.2(b) - Pers Privacy	Vice President
Joseph A. Manzella, P.E.		Vice President
David J. Pacheco, AIA		Vice President
Jay Pisco, P.E.		Vice President
Dennis A. Ross, AIA		Vice President
James Roberts, P.E.		Vice President
William Rockensies, P.E.		Vice President
Richard B. Schommer, P.E.		Vice President
Michael V. Tumulty, P.E.		Vice President
Christopher Weiss, P.E.		Vice President
Richard Wiedersum, AIA, LEED AP		Vice President
Veronica E. Byrnes, R.A., LEED AP		Assistant Vice President
Patrick K. Cole, P.E., CME, CPWM		Assistant Vice President
John R. Collins, P.E.		Assistant Vice President
Alexander Hochhausl, P.E.		Assistant Vice President
Robert E. Ikes, III, R.A.		Assistant Vice President
Michael W. Lantier, P.E., LEED AP		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Kenneth A. Keltai, RLA, ISA		Assistant Vice President
Debra L. Mattina		Assistant Vice President
Matthew R. Mohlin, P.E.		Assistant Vice President
Sharon Norton Remmer		Assistant Vice President
Kevin M. Paul, AIA, LEED AP		Assistant Vice President
Jamie Pizzardi		Assistant Vice President
William Rospars		Assistant Vice President
John Schnurr, P.L.S.		Assistant Vice President
Kevin M. Taylor		Assistant Vice President
Joseph Todaro, P.E., LEED AP		Assistant Vice President

Board of Directors in bold

OTHER SHAREHOLDERS

NAME	ADDRESS	TITLE
Alison K. Auriemma, P.E., LEED AP	NY Foil 87.2(b) - Pers Privacy	Senior Associate
Robert F. Bee, R.A., LEED AP		Senior Associate
Phillip Bianco		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
Scott D. Lehn, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Eric W. Maisch, R.A., LEED AP		Senior Associate
Richard Palladino		Senior Associate

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this amendment is executed between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) H2M architects + engineers, D.P.C a consulting engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **S35114-12C** between the County and the Firm, executed on behalf of the County on April 25, 2016 (the "Original Agreement"), the Firm performs Detailed Design Services for the County in connection with the Glen Cove Wastewater Treatment Plant Marine Bulkhead Replacement, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from April 25, 2016, through April 24, 2018 (the "Original Term"); was extended via a letter from the Commissioner, as allowed by the Agreement, to April 24, 2020 ("Extended Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Hundred Seventeen Thousand, Five Hundred Twenty dollars and no cents (\$117,520.00.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to amend the Term and the Maximum Amount of the Original Agreement; and

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

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

1. Amended Term. The term shall be extended so that the agreement as amended by this Amendment is coterminous with the general construction contract and the termination date of the agreement shall be One (1) year after substantial completion of the general construction contract to allow time for the One (1) Year Project Operating Report. The Amended 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 extension.

2. Amended Maximum Amount. The Maximum Amount shall be increased by Fifty-Four Thousand, Nine Hundred and Sixty dollars and no cents (**\$54,960.00**), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be One Hundred Seventy-Two Thousand, Four Hundred Eighty dollars and zero cents (\$172,480.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 7 of the Original Agreement is amended to include the following:

(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 service described under 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

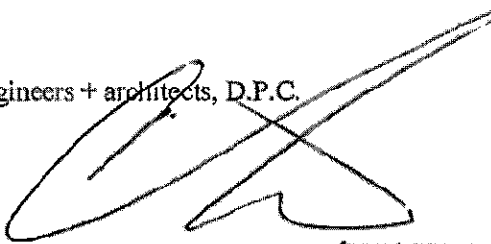
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

H2M engineers + architects, D.P.C.



By: _____
Name: Christopher A. Heis
Title: Vice President
Date: 2/18/20

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

QUEENS

On the 18 day of February in the year 201²⁰~~9~~ before me personally came Christopher Wells to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of H2H Architects + Engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Christine Woodson

NOTARY PUBLIC

CHRISTINE E. WOODSON
Notary Public - State of New York
No. 01W06100496
Qualified in Queens County
Commission Expires Oct. 20, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2019 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

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: January 30, 2019

SUBJECT: Authorization to Amend Personal Service Agreement with
H2M Architects + Engineers
Glen Cove WWTP Marine Bulkhead Replacement Project
Agreement No. S35114-12C

This Department is requesting approval of an amendment to the above subject agreement for additional engineering services to redesign the marine bulkhead at the Glen Cove Wastewater Treatment Plant. Upon completion of the marine bulkhead forty-percent (40%) design, where the existing bulkhead was to be replaced in the current location, a soil and groundwater investigation confirmed low-levels of contaminants present in the soils and groundwater adjacent to the existing bulkhead. The New York State Department of Conservation (NYSDEC) closed Spill No. 1705397 with the understanding that Nassau County would minimize soil disturbance by maintaining the existing bulkhead and constructing a new bulkhead outboard of the existing.

A cost ceiling increase of \$35,600.00 is proposed for the redesign effort and is based on one-hundred and eighty-seven (187) manhours of engineering and engineering support related services; an effort deemed reasonable by this Department and its Consultant. A cost ceiling increase is also proposed to account for the soil and groundwater investigation, in the amount of \$19,360.00, in order to restore the Contract's original thirty-percent (30%) contingency. The Department believes restoring the contingency is necessary to safeguard against unforeseen conditions during construction and ensure timely completion of this project which is currently part of the Glen Cove WWTP NYSDEC Corrective Action Plan. As such, in accordance with the applicable terms and conditions of the agreement, this Department desires to increase the subject agreement cost ceiling by \$54,960.00.

Furthermore, the term of the subject agreement expires on April 24, 2020. To account for design-phase delay associated with the above referenced soil contamination and redesign effort, as well as extended procurement durations for the associated bid contract and CM agreement to allow for new procurement compliance guidelines, this Department desires to extend the term of the agreement for an additional two (2) years from April 24, 2020 to April 24, 2022.

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



Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
John Domenica, Jacobs

APPROVED:

DISAPPROVED:


Date

Brian J. Schneider
Deputy County Executive

Brian J. Schneider Date
Deputy County Executive



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: May 7, 2020

SUBJECT: Glen Cove WWTP Marine Bulkhead Replacement
Recommendation to Amend Professional Services Agreement with
H2M Architects + Engineers
Agreement No.: S35114-12C
Encumbrance No.: CFPW15000059

Please be advised that the agreement between H2M Architects + Engineers (H2M) and Nassau County Department of Public Works (the Department) for Engineering Design Services requires a retro-active Amendment.

H2M was selected by the Department for the Glen Cove WWTP Marine Bulkhead Design contract. Upon completion of the 40% design documents, a soil and groundwater investigation confirmed low levels of contamination present in the soils and groundwater adjacent to the existing bulkhead. Working with the New York State Department of Environmental Conservation (NYSDEC) and the US Army Corp. of Engineering, H2M and the Department agreed to revise the design approach of the project, from complete bulkhead replacement to constructing a new bulkhead outside of the existing bulkhead. Since this new approach significantly minimizes the soil disturbance, the NYSDEC closed Spill No. 1705397. Currently the project pending construction procurement. An Amendment to H2M's agreement is necessary to have engineering services during construction and to successfully complete the project.

H2M has been providing engineering services for the subject project starting April 25, 2016; however, the term of their personal service agreement expired on April 24, 2018 and a two (2) year extension letter advanced the expiration date to April 24, 2020. It is the intent of this Department to amend the existing agreement to extend those services so that the agreement is coterminous with the general construction contract and the termination date is one (1) year after substantial completion of the general construction contract.

It is also proposed to increase the cost ceiling of the agreement by \$54,960.00. This increase will provide the necessary funds for the groundwater investigation, redesign effort, and restore the thirty percent (30%) contingency. The Department believes restoring the contingency is necessary to safeguard against unforeseen conditions during construction and ensure timely completion of this project which is currently part of the Glen Cove WWTP NYSDEC Corrective Action Plan.

The Department initiated the contract amendment in a timely manner, eleven (11) months prior to the contract expiration date, as required by Countywide Procurement and Compliance Policy. However, there have been delays in executing this amendment. The delay in presenting this amendment was primarily due to an increase in requirements needed to complete an amendment package, documents aging out during the amendment process, error/omissions by the consultant, and lack of County resources to review and approve the amendment.



Brian J. Schneider, Deputy County Executive

May 7, 2020

Page 2

SUBJECT: Glen Cove WWTP Marine Bulkhead Replacement
Recommendation to Amend Professional Services Agreement with
H2M Architects + Engineers
Agreement No.: S35114-12C
Encumbrance No.: CFPW15000059

H2M's design services are needed until at least May 2021 to cover the completion of the construction activities plus close-out. H2M, having been selected as the design engineer for this project, should continue to be retained based on their technical expertise and extensive knowledge of the Glen Cove WWTP Marine Bulkhead Replacement project.

Please sign this memorandum signifying your approval of this contract amendment and return to this office.



Kenneth, G. Arnold
Commissioner

KGA:VF:rp

c: Vincent Falkowski, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Edward Visone, Assistant Superintendent of Sanitary Construction
Graham Sharkey/Adrian Hamilton, Jacobs

APPROVED:

 5/5/2020

Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Steven C. Hearl, P.E., Vice President

4/17/20

Name and Title of Authorized Representative

m/d/yy

Steven C Hearl

4/17/20

Signature

Date

H2M architects + engineers, DPC

Name of Organization

Address of Organization

538 Broad Hollow Road, 4th Floor East
Melville, New York 11747

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2020

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen	
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082
E-MAIL ADDRESS: Nicole.Larsen@greyling.com		
INSURED H2M architects + engineers 538 Broad Hollow Road, 4th Floor East Melville, NY 11747	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Markel American Insurance Company	28932
	INSURER D: Sentinel Insurance Company, Ltd	11000
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 20-21

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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20UUGAU9233	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGAU7896	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			20XHGYH2145	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WBGAT3285	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			MKLM7PL0001888	03/15/2020	03/15/2021	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Re: NCDP 15xx- deisgn and construction administration services for the replacement of the marine bulkhead at the Glen Cove sewage treatment plant. Nassau County Department of Public

Works and Nassau County

are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of
Public Works
1194 Prospect Avenue
Westbury, NY 11590

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

AUTHORIZED REPRESENTATIVE

D.H. Gilling

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

February 16, 2018

Mr. Chris Weiss
H2M Architects & Engineers
538 Broad Hollow Rd. 4th Floor East
Melville, New York 11747

Re: Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Capital Project No. 35114
Agreement No. S35114-12C
Extension of Time

Dear Mr. Weiss:

The Department desires the continuation of your engineering services under the above-referenced Agreement. Therefore, in accordance with applicable provisions, we are hereby notifying you of our intention to extend this Agreement for an additional two (2) years. The new expiration date shall now be **April 24, 2020**.

This extension of time shall be on the same terms, conditions and covenants as during the initial term. It is incumbent upon the firm to know the expiration date of the Agreement and advise the Department of the need for additional extensions (if permitted under the terms of the Agreement) or an amendment should you anticipate the performance of services beyond the expiration date. No work or services are authorized beyond the Agreement expiration date as established in this letter.

Should have any questions or comments concerning the above, please contact Mr. Thomas Immerso, of my staff, at (516) 571-7536.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ken Arnold", is written over a horizontal line.

Kenneth G. Arnold
Commissioner of Public Works

KGA:rp

c: Honorable Jack Schnirman, Comptroller, Office of the Comptroller
Michael C. Pulitzer, Clerk of the Legislature
Matt Duffy, Inspector, Office of the Comptroller
Thomas Immerso, Sanitary Engineer II
John Domenica, Jacobs



E-27-16 CF

CF (Capital)**Contract Details**

NIFS ID #: CFPW15000059

SERVICE:
NIFS Entry Date: 12/23/15 Term: from Execution to 24 months

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

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

Agency Information

Vendor	
Name H2M Architects + Engineers	Vendor ID# 112235604
Address 538 Broad Hollow Road, 4th Fl. East Melville, NY 11747	Contact Person Frank Russo
	Phone 631-756-8000

County Department
Department Contact Joseph L. Davenport Chief Sanitary Engineer
Address 3340 Merrick Road Wantagh, NY 11793
Phone 516-571-7508

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/23/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	12/24/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	1/29/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
1/7/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/7/16	[Signature]	
1/7/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/7/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/15/16	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
1/29/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	1/29/16	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/10/16	[Signature]	
1/29/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/29/16	[Signature]	



Contract Summary

Description: Professional Services Agreement with the environmental consulting firm H2M Architects + Engineers
Purpose: Procurement of detailed design services addressing replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead shows extensive deterioration beyond repair, which jeopardizes the structural stability of the retained embankment and, in turn, the plant's outfall chamber.
Method of Procurement: Request for proposals (RFP) dated July 17, 2015.
Procurement History: RFP documents were placed on the County website for the subject work. Ten (10) firms responded with technical and cost proposals on Aug. 14, 2015. H2M was selected as the highest technically rated firm with the cost proposal that offers the best value.
Description of General Provisions: This contract covers the development of a Technical Design Report (which establishes design concepts), followed by a detailed design to include preparation of biddable and constructible contract documents. This will be followed by construction-related services which encompass product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification following successful project completion.
Impact on Funding / Price Analysis: Funding is made available from Capital Project 35114.
Change in Contract from Prior Procurement: None
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	1142
Object:	000
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$
County	\$
Federal	\$
State	\$
Capital	\$117,520
Other	\$
TOTAL	\$ 117,520

LINE	INDEX/OBJECT CODE	AMOUNT
1	PW CSW.CSW/00002	\$ 117,520
2		\$
3		\$
4	<i>J. Imerso 11/7/16</i>	\$
5		\$
6		\$
TOTAL		\$ 117,520

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

Date: Dec. 18, 2015

NIRS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIRS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>Michael J. Cohen</i>		Name <i>[Signature]</i>		Date <i>11/15/16</i>	
Date <i>2/17/2016</i>		Date <i>11/17/16</i>		(For Office Use Only)	
				E #:	

E-27-16

RULES RESOLUTION NO. 27-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M
ARCHITECTS & ENGINEERS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
AYES 4 NAYES 3 ABSTAINED 0 RECUSED 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with H2M Architects & Engineers for design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with H2M Architects & Engineers

CONTRACT FOR SERVICES

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

WITNESSETH:

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate two (2) 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 two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Hundred Seventeen Thousand, Five Hundred Twenty Dollars (\$117,520.00)**.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be 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, reasonable attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the willful misconduct or the negligent acts or omissions of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) ~~if contracting in whole or part to provide professional services, one or more policies for professional liability~~ insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the 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 Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is

intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

-----{Remainder of page intentionally lefty blank}-----

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

H2M ARCHITECTS + ENGINEERS

By: Steven C. Hearl

Name: STEVEN C. HEARL

Title: VICE PRESIDENT

Date: DECEMBER 9, 2015

NASSAU COUNTY

By: Charles Ribando

Name: CHARLES RIBANDO

Title: DEPUTY COUNTY EXECUTIVE

Date: 4/25/16

PLEASE EXECUTE IN BLUE INK

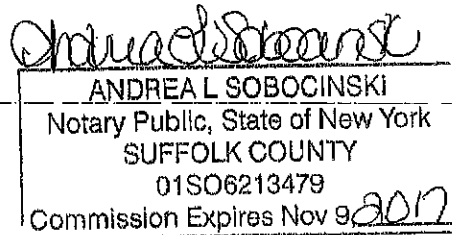
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~
SUFFOLK

On the 9 day of December in the year 2015 before me personally came Steven Heall to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the Vice President of H2 Architects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25 day of April in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read "Samantha Ashley Goetz".



EXHIBIT A

DETAILED SCOPE OF SERVICES

2.0 DIVISION A SERVICES

2.1 Condition Assessment

A condition assessment has previously been performed and the report is provided as Attachment C. The Firm is not required to prepare an independent condition assessment, but is required to review the report and use the information contained therein to direct and conduct the necessary site investigation to develop the design.

2.2 Detailed Site Investigation and Technical Design Report

Prepare a Technical Design Report for the proposed Glen Cove STP Marine Bulkhead Replacement. The Technical Design Report (TDR) is to include the following:

1. Direct and conduct such site and/or subsurface investigation as may be required to design an appropriate marine bulkhead replacement
2. Discussion of potential bulkhead replacement solutions and alternatives
3. Recommendations of a solution
4. Schematic design, listing design criteria and basis for design, including calculations
5. Identification and descriptions of permits, notices, environmental assessments and any regulatory requirements related to the proposed bulkhead replacement project
6. Proposed approach to maintaining plant operations and the integrity/stability of the embankment during construction
7. Preliminary design and construction schedule
8. Preliminary construction cost estimate

Provide six (6) copies of the draft TDR 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 TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

3.0 DIVISION B SERVICES

3.1 Detailed Design Services

Upon County approval of the technical design report, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the MARINE BULKHEAD REPLACEMENT suitable for public bidding. It is anticipated that the construction work will be bid as a single project.

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

3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.
4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
5. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
6. Prepare and submit the necessary Environmental Impact Forms.
- ~~7. Prepare permit applications, reports or submittals required by other agencies having~~ jurisdiction. This work 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 Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation- Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites, tidal wetlands permits, etc.
 - b. Nassau County agencies-Fire Marshal and/or Health Department
 - c. Other Local agencies (Towns, Villages...)
8. Submit written responses to all County review comments.
9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
10. Make periodic site visits as necessary for a complete understanding of the system operation.
11. 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.
12. Review all comments and/or questions posed by prospective bidders.
13. Prepare all necessary addenda to the contract documents.

14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
15. If requested, the Firm will provide copies of any and all design calculations.

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

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

4.0 DIVISION C

4.1 Detailed Design Services

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

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and *.PDF format and a master specification book.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.

12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

EXHIBIT B
PAYMENT SCHEDULE

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

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum amount of **Twenty-seven thousand dollars (\$27,000.00)** to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

Detailed Design (Division B) The Contractor shall be paid a total lump sum amount of **Forty-Four thousand nine hundred dollars (\$44,900.00)** to cover all costs associated with Division B work, as outlined in Section B of Exhibit A.

Construction Related Services (Divisions C) - The Contractor shall be paid a total lump sum amount of **Eighteen thousand five hundred dollars (\$18,500.00)** to cover all costs associated with Division C work, as outlined in Section C of Exhibit A.

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

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

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

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

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that

the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

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

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

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

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

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 142002, for the purpose of granting of Subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

_____(Name)

_____(Address)

_____(Telephone Number)_____

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

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

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

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

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

December 9, 2015

Dated _____



Signature of Chief Executive Officer

Richard W. Humann, P.E.

Name of Chief Executive Officer

Sworn to before me this

9 day of December, 2015



Notary Public

