

REDACTED COPY.

E-13-17

Contract ID#: B9062202CM



Department: Public Works

CF (Capital)

CF

Contract Details

SERVICE: Construction Management Services

NIFS ID #: CFPW14000025 NIFS Entry Date: _____ Term: from Execution to December 3, 2017

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Name A. Vournou Construction Management Group	Vendor ID#
Address 6500 Jericho Turnpike Suite 2E, Syosset NY 11791	Contact Person Antonios Vournou
	Phone 516.921.7030 516.513.1262

Department Contact Rakhal Maitra
Address 1194 Prospect Ave. Westbury, NY 11590
Phone 516.571.9611

Routing Slip

Department	NIFS Entry (Dept)	NIFS Approval (Dept. Head)
DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>
OMB	NIFS Approval	<input type="checkbox"/>
County Attorney	CA EE & Insurance Verification	<input type="checkbox"/>
County Attorney	CA Approval as to form	<input type="checkbox"/>
Legislative Affairs	Pr'd Original Contract to CA	<input type="checkbox"/>
Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>
County Attorney	NIFS Approval	<input type="checkbox"/>
Comptroller	NIFS Approval	<input type="checkbox"/>
County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>

PRCF1205 (12/05)

RECEIVED
ALBANY COUNTY
CLERK OF THE LEGISLATURE

Redacted

Web Ready

Contract ID#: B9062202CM



Department: Public Works

Contract Summary

Description: Contract Amendment for Construction Management Services related to the Phase 2 Redevelopment of the Department of Public Works Hempstead Road Maintenance Facility.
Purpose: To amend the current agreement with A. Vournon Construction Management Group, extending the term by 21 months to December 3rd 2017.
Method of Procurement: A. Vournon Construction Management Group was procured through a process in accordance with DPW procedures. The agreement was passed by the Rules Committee.
Procurement History: A. Vournon Construction Management Group was passed by the Rules Committee on June 30, 2014.
Description of General Provisions: See attached.
Impact on Funding / Price Analysis: Funding is available from Capital Project 90622
Change in Contract from Prior Procurement: Yes
Recommendation: (approve as submitted)

Advisement Information

FUNDING	
Fund:	CAP
Control:	90
Resp:	622
Object:	0003
Transaction:	CF

REVENUE SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$0
Other	\$
TOTAL	\$0

LINE	INVENTORY CODE	AMOUNT
1	PWCAP/90622/00003	\$0
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$0

INCREASE/DECREASE	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

I certify that this document was accepted into RIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name _____	
Name _____		Name _____		Date _____	
Date _____		Date _____		E #: _____ (For Office Use Only)	



Nassau County Interim Finance Authority

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

1. Vendor: A. Vourvou Construction Management Group

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 21 months (to 12-3-2017)

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

If yes, please explain: Services has commenced since 11-3-2014 as per original agreement

4. Funding Source:

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

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

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

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

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

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

Extend existing construction management service contract for an additional 21 months (up to 12-3-2017) in order to complete the Project.

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

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

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

Original contract approved on 6-30-2014 by the Rules Committee.

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

AUTHORIZATION

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

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

AMENDMENT ONE

AMENDMENT, dated as of _____, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and A. Vournou Construction Management Group having its principal office 6500 Jericho Turnpike, Suite 2E, Syosset, NY 11791. (ii) (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management services for the Redevelopment of the Hempstead Road Maintenance Facility, 465 Baldwin Road, Hempstead, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from November 3, 2014 through March 3, 2016 (18 months) (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) dollars (the "Maximum Amount");

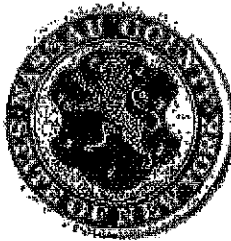
WHEREAS, the County and the Contractor desire to extend the original term; and,

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

1. Term Extension. The Term of the Original Agreement shall be extended by 21 (Twenty One) months so that the termination of the original agreement, as amended by this amendment (the "Amended Agreement") shall be December 3, 2017

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

George Maragos
Comptroller



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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: A. Vournon Construction Management Group

CONTRACTOR ADDRESS: 6500 Jericho Turnpike Suite 2E, Syosset, NY 11791

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("X") 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 February 3, 2014. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County of Nassau website. Ten (10) potential proposers requested copies of the RFP. Proposals were due on February 21, 2014. Ten (10) proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner; Rakhi Maltra, Deputy Commissioner; Ken Arnold, Assistant to the Commissioner; Joseph Amerigo, Civil Engineer II; Robert LaBaw, Architect III; Carmelo Mazza, Architect II, Project Manager; Valiant Yeung, Architect II, Project Manager. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on September 9th, 2014. 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 an RFP was issued and an evaluation of ten (10) proposals was performed. Attach is 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.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

FRIENDS OF ED MANGANO

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

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

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

Vendor: A. VOORNOU CONSTRUCTION MANAGEMENT GROUP

Dated: 11/10/16

Signed: [Signature]

Print Name: ANTONIO VOORNOU

Title: MEMBER

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Thomas S. Gulletta
Executive Strategies, LLC
1060 Franklin Avenue
Garden City, New York 11530
516-248-7000

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

Nassau County
New York State

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

Avourou Construction Management Group; 6600 Jericho Tpke., Suite 2E, Syosset, NY 11791; 516-513-1262 - New York Ready Mix, Inc./R&R Land Developers, Inc.; 115 Rushmore St., Westbury, NY, 516-335-7422 - Merrill S. Zorn; 4321 Hempstead Tpke., Bethpage, NY 11714; 516-731-5500 - Rockville Anesthesia Group, LLP; 55 Maple Avenue, Suite 106, Rockville Centre, NY 11570; 516-764-4876 - Khamisa, Wazir and Skaukat, All; 89-26 Pontiac St., 1st and 2nd floors, Queens Village, NY 11427; 718-467-5857 - Holy Trinity Greek Orthodox Church; 20 Field Avenue, Hicksville, NY 11801; 516-433-5422 - Pal-O-Mine Equestrian, Inc.; 829 Old Nichols Rd., Islandia, NY 11749; 631-348-1889 - Primer Construction Corp.; 180 Maspeth Avenue, Brooklyn, NY 11211; 718-963-0111

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

Avourou Construction Management Group - contacted Nassau County Dept. of Public Works and Office of the County Executive relative to client's services; New York Ready Mix, Inc./R&R Land Developers, Inc. - working with client's legal counsel regarding Nassau County LIRR, Town of N. Hempstead claims against client; Merrill S. Zorn - contacted Nassau County Fire Marshall regarding compliance with Fire Code, Town of Oyster Bay Supervisor's Office, Town of Oyster Bay Building Dept. regarding partial sale and reconfiguration of site; Rockville Anesthesia Group, LLP - contacted Nassau University Medical Center/Nassau Health Care Corp. to discuss client's services; Khamisa, Wazir and Skaukat, All - contacting Town of Hempstead Town Board, Town of Hempstead Board of Zoning Appeals and NYS Dept. of Transportation regarding zoning, set back approvals and traffic flow relative to 495 and 499 Hemp. Tpke., W. Hempstead, NY; (continued on next page)

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

Office of the Nassau County Executive; Nassau County Legislature; Nassau County Dept. of Public Works; Nassau County Dept. of Health; NUMC/Nassau Health Care Corp.; Nassau County Dept. of Shared Services; Office of the Nassau County Attorney; Nassau County Fire Marshall; Town of Hempstead Town Board; Town of Hempstead Board of Zoning Appeals; NYS Dept. of Transportation; Town of Oyster Bay Town Board; Town of Oyster Bay Board of Zoning Appeals; NYS Agricultural and Markets; Village of Islandia

Continued from page 2, question #4

Holy Trinity Greek Orthodox Church - contacted Town of Oyster Bay Town Board and Town of Oyster Bay Board of Zoning Appeals regarding zoning, set back approvals relative to the expansion of Holy Trinity Greek Orthodox Church at 20 Field Ave., Hicksville, NY; Pal-O-Mine Equestrian, Inc. - contacting NYS Agricultural and Markets and Village of Islandia regarding securing approvals for the operation of Pal-O-Mine Equestrian, Inc. and securing agricultural status; Primer Construction Corp. - contacted N.C. Executive's Office and N.C. Dept. of Public Works regarding resolution of payments owed for work done

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. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state;

Donations from Nov. 15, 2015 through Nov. 15, 2016:
Friends of Ed Mangano
Friends of Madeline Singas

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 committee(s) listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 11/13/2016

Signed:

Thomas S. Gulotta

Print Name:

Thomas S. Gulotta

Title:

President & CEO

CONSULTING SERVICES AGREEMENT

AVournou Construction Management Group ("Client") doing business at 6500 Jericho Turnpike, Suite 2E, Syosset, New York 11791, hereby enters into this consulting services agreement ("Agreement") effective as of January 27, 2016 ("Effective Date") to retain Executive Strategies, LLC a New York limited liability company doing business at 1050 Franklin Avenue, Garden City, New York 11530 and 2 Anding Avenue, North Merrick, New York 11566 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1, attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant shall provide such other reasonable consulting services as the parties shall mutually agree (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. Payment Terms. Client and Consultant agree that Consultant shall be entitled to receive the compensation and retainer set forth on Schedule 2. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Payment for expenses shall be made to Consultant within thirty (30) days after an invoice is rendered.
3. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until January 27, 2018 (the "Term"). Thereafter, the Term of this Agreement shall continue on a month to month basis, unless terminated by either party on thirty (30) days prior written notice to the other party, which notice shall be given prior to the end of the initial Term or any month thereafter. At the conclusion of this Agreement, any outstanding fees and Reimbursable Expenses shall be due and payable.
4. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.
5. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it ("Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.
6. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the Services on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this

Section 6 to the contrary, Consultant represents and warrants that throughout the Term, it will devote such resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

7. Indemnity. Client shall indemnify and hold Consultant and its principals, employees and officers, harmless from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from its retention hereunder or its performance of Services in connection herewith, provided, however, that Client shall not be responsible for indemnification of any matter that is judicially determined to have resulted from Consultant's gross negligence or willful misconduct.
8. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.
9. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
10. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile if available and will be deemed given when so delivered personally or if sent via facsimile, to a designated facsimile number if available with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Executive Strategies, LLC
Thomas S. Gulotta, CEO
c/o Albanese & Albanese LLP
1050 Franklin Avenue
Garden City, New York 11530
Telephone: (516) 248-7000

If to Client:

AVournou Construction Management Group
Antoniós Vournou, President
6500 Jericho Turnpike
Suite 2E
Syosset, New York 11791
Telephone: 516-513-1262
Facsimile: 516-513-1263

Either party may change the persons and address to which notice or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York.
12. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith in the performance of the Services.
13. Dispute Resolution. The parties agree that any and all disputes arising out of or relating to this Agreement or the Services shall be determined exclusively by confidential, final and binding arbitration in Nassau County in accordance with the then existing rules for commercial arbitration of the American Arbitration Association. Without limitation of the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.
14. General.
 - a) No amendment shall be binding upon either party unless made in writing and signed by both parties.
 - b) This Agreement constitutes the entire agreement between the parties and supercedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
 - c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
 - d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
 - e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

- f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- g) The signatories hereto have the authority to bind their respective organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

BY: 

Name: Antonios Vournou

Title: President

AVournou Construction Management Group

BY: 

Name: Thomas S. Gulotta

Title: President and CEO

Executive Strategies, LLC

SCHEDULE 1

Consultant agrees to provide consulting services to further Client's business objectives.

It is expressly agreed and understood that the Services under this contract shall not include any lobbying activities (federal, state or local) or legal services.

It is expressly agreed and understood that any legal work that is generated by or related to any work done by Executive Strategies, LLC on behalf of Client shall be handled by the law firm of Albanese & Albanese LLP, 1050 Franklin Avenue, Garden City, New York 11530 and billed to the Client at the firm's established hourly rates.

It is expressly agreed and understood that the Services under this contract do not include and shall not require the Consultant to engage in any activities that create a conflict for Consultant with any local, state or federal codes of ethics or laws.

The Client shall be responsible for compliance with applicable federal, state and local law and regulations in connection with any contracts entered into by Client that may relate to Consultants services. Consultant shall coordinate with Client's legal counsel with respect to such matters.

Initial: _____


Antonios Vournou


Thomas S. Gulotta

SCHEDULE 2

Compensation

For the purpose of providing consulting services to AVournou Construction Management Group, the retainer for twenty four (24) months shall be payable as follows: [REDACTED] to be paid upon execution of this Agreement and the balance to be paid in twenty three (23) equal payments of [REDACTED] on the first of each month for twenty three (23) months thereafter, and continuing on a month to month basis unless written notice is provided as set forth in this Agreement.

Additional miscellaneous expenses, such as travel, are billed in addition to the retainer, and expenditures will only be incurred with the approval of the Client.

Initial: 

Antonio Vournou


Thomas S. Gulotta

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 moneys; 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 ANTONIOS VOORNOU
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 6500 JELICHO TPK, SUITE 26
City/state/zip SYOSSET, NY 11791
Telephone (516) 513-1262
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
☒ President 12/14/08 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. THE BUSINESS IS A WHOLLY OWNED LIMITED LIABILITY CORP. AND I SERVE AS PRESIDENT
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☒ NO _____ If Yes, provide details.
ONLY A LOAN OF PROVIDING CREDIT
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.
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

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 X
If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 10 day of November 2016

JENNY SAKAIEB
Notary Public, State of New York
No. 065,011,591
Qualified in New York
Commission Expires September 22, 2019


Notary Public

A. VOORNOU CONSTRUCTION MANAGEMENT GROUP, LLC
Name of submitting business

ANTONIO VOORNOU
Print name


Signature

MEMBER
Title

11 , 10 , 16
Date

Business History Form

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

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

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

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

Date: 11/10/16

1) Proposer's Legal Name: A. VOJENOV CONSTRUCTION MANAGEMENT GROUP, LLC

2) Address of Place of Business: 6500 JEFFERSON TURNPIKE, SUITE 200, SYRACUSE, NY

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): SAME

Phone: (516) 513-1262

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: [REDACTED]

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

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) LIMITED LIABILITY CORP.

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☒ No ☐ If Yes, please provide details: Construction Estimating and Business Development School of Practical Learning share office space

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒

If Yes, provide details for each such conviction _____

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

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

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X If Yes, provide details for each such instance. _____

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

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.

PERSONNEL WILL BE REQUIRED TO SIGN A DISCLOSURE FORM TO ENSURE NO CONFLICT EXISTS.

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

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

- i) Date of formation: 12/19/08
 - ii) Name, addresses, and position of all persons having a financial interest in the LLC ~~SOLE~~ ^{OWNER} company, including shareholders, members, general or limited partner; ↓
 - iii) Name, address and position of all officers and directors of the company; ANTONIO VOURNOU
 - iv) State of incorporation (if applicable); New York ^{6800 JERICHO TPK}
 - v) The number of employees in the firm; ^{SUITE 2E}
 - vi) Annual revenue of firm; ^{SYOSSET, NY 11791}
 - vii) Summary of relevant accomplishments ALL CLIENTS ARE PLEASED WITH SERVICES
 - viii) Copies of all state and local licenses and permits. --ALL SITE PERSONEL HAS PROPER MINIMUM 10 HOUR OSHA TRAINING
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. THIS AMENDMENT IS FOR ADDITIONAL TIME ONLY, NOT ADDITIONAL FUND!
- 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 NASSAU COUNTY DPW

Contact Person MR. RAHUL MAITRA

Address 1194 PROSPECT AVE

City/State WESTBURY, NY

Telephone (516) 571-9611

Fax # (516) 571-9657

E-Mail Address R.MAITRA@NASSAUCOUNTYNY.GOV

Company HAZEN & SAWYER, PC

Contact Person BOB PEDENZIN

Address 2 MARJORIE LANE

City/State EAST ROCKAWAY, NY

Telephone (516) 881-7835

Fax # NONE

E-Mail Address RPEDEZIN@HAZENANDSAWYER.COM

Company LIRD CONSTRUCTION MANAGEMENT

Contact Person JOSEPH HURLEY

Address 3 AERIAL WAY

City/State SYOSSET, NY

Telephone (516) 938-5476

Fax # (516) 938-5491

E-Mail Address HURLEYJ@LIRD.COM

COUNTY OF NASSAU

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

1. Name of the Entity: A. VOURNOD CONSTRUCTION MANAGEMENT GROUP

Address: 6500 JERICHO TPKE, SUITE 2E

City, State and Zip Code: SYOSSET, NY 11791

2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture

☒ Ltd. Liability Co _____ Closely Held Corp _____ Other (specify)

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

ANTONIOS VOURNOD

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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.

ANTONIOS VOURNOD

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

NONE

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

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

EXECUTIVE STRATEGIES, LLC

THOMAS S. GOLATTA, PRESIDENT & CEO

1050 FRANKLIN AVE

GARDEN CITY, NY 11530

(516) 248-7000

Page 3 of 4

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

SPOKE GENERICALLY ABOUT THE HIGH QUALITY
SERVICES OF A VOORNOO CONSTRUCTION MANAGEMENT
GROUP LLC.

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

NASSAU COUNTY, NEW YORK STATE

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

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

Dated: 11/10/16

Signed:

Print Name: ANTONIOS VOORNOO

Title: MEMBER

Page 4 of 4

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.

AMENDMENT ONE

AMENDMENT, dated as of _____, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and A. Vournou Construction Management Group having its principal office 6500 Jericho Turnpike, Suite 2E, Syosset, NY 11791. (ii) (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management services for the Redevelopment of the Hempstead Road Maintenance Facility, 465 Baldwin Road, Hempstead, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from November 3, 2014 through March 3, 2016 (18 months) (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00) dollars (the "Maximum Amount");

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


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

1. Term Extension. The Term of the Original Agreement shall be extended by 21 (Twenty One) months so that the termination of the original agreement, as amended by this amendment (the "Amended Agreement") shall be December 3, 2017

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

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

A. Vournou Construction Management Group

By: 
Name: ANTONIOS VOORNOU
Title: MEMBER
Date: 11/10/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10 day of November in the year 2016 before me personally came ANTONIO VOURNOU to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the member of A Vournou Const Mgmt Group Inc 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

JENNY SAKALIS
Notary Public, State of New York
NO. 01846052042
Qualified in Nassau County
Commission Expires September 22, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is 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: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 14, 2016

SUBJECT: Contract Amendment for A. Vournou Construction Management Group
Redevelopment of NCDPW Hempstead Road Maintenance Facility -- Phase II
Contract No. B9062202CM
CFPW14000025


In November, 2014, the County procured A. Vournou Construction Management Group to provide construction management services for the Phase 2 Redevelopment of Hempstead Road Maintenance Facility with an eighteen (18) month Service Agreement. In March of 2016 the Service Agreement expired while the construction of the Hempstead Road Maintenance Facility is still on-going. In accordance with the terms of the Service Agreement, this Department issued a notice of time extension to extend the Service Agreement one year, to March of 2017. However, due to a later than anticipated start of the construction date, as well as construction delays, it is this Department's recommendation that A. Vournou Construction Management Group's Service Agreement be extended to December 3, 2017. Funding under the Contract No. B9062202CM is adequate for the duration of the Service Agreement and no additional funding is required with this amendment.

If you approve of this request, please sign below and return this memorandum to this office so we may implement the appropriate procedures to perform this work.


Richard P. Millet
Chief Deputy Commissioner

RPM;RM:KGA:ac
cc: Rakhal Majra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Jane M. Houdek, Attorney Public Works
Robert LaBaw, Architect III
Joseph Amerigo, Civil Engineer II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

11/15/16

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2016

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

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

PRODUCER Skyline Risk Management, Inc. 30-50 Whitestone Expressway Suite 402 Flushing NY 11354	CONTACT NAME: Frank Derrico PHONE: (718) 267-6600 FAX: (718) 224-5511 E-MAIL: fderrico@skylinerm.com ADDRESS: _____
INSURED A. Vournoy Construction Management Group LLC 6500 Jericho Turnpike, Suite 2E Syosset NY 11791	INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. NAIC # 23841 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES

CERTIFICATE NUMBER: TEMPLATE 2016 E&O

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	ADD. SUBR. INSD. VAND.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		064988979-01	2/5/2015	2/5/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Per occurrence) \$				
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	MED EXP (Any one person) \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-RECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					\$
	ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				\$
	EXCESS LIAB	CLAIMS-MADE				EACH OCCURRENCE \$
	DED. RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				PER STATUTE OTH-ER
	DESCRIPTION OF OPERATIONS below					E.I. EACH ACCIDENT \$
						E.I. DISEASE - EA EMPLOYEE \$
						E.I. DISEASE - POLICY LIMIT \$

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

AGREEMENT NO: 89062202CM

ADDITIONAL INSURED: CERTIFICATE HOLDER; NASSAU COUNTY, 1550 FRANKLIN AVENUE, MINEOLA, NY 11501.

CERTIFICATE HOLDER

CANCELLATION

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

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

Anthony Kammas/ID

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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 87, Section 87.610, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211).

(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.

ANTONIOS VOORNOU

11/10/16

Name and Title of Authorized Representative

m/vd/yy


Signature

11/10/16
Date

A. VOORNOU CONSTRUCTION MANAGEMENT GROUP

Name of Organization

6500 JERICHO TRICE, SUITE 2E, SYOSSET, NY 11791

Address of Organization

Instructions for Certification

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

CERTIFICATION

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

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

Sworn to before me this 10 day of November 2016

[Signature]
Notary Public

JENNY KAKALIS
Notary Public, State of New York
NO. 012116641
Commission Expires September 22, 2019

Name of submitting business: A. VOORNOU CONSTRUCTION MANAGEMENT GROUP LLC

By: ANTONIOS VOORNOU
Print name
[Signature]
Signature

MEMBER
Title

11 / 30 / 16
Date

Contract ID#: B9062202CM



CFPW 14000025

Department: Public Works

E-160-14
CFCF (Capital)
Contract Details

SERVICE Construction management services

NIFS ID #: CFPW 14000025 NIFS Entry Date: 6/3/14 Term: from Execution to 18 mos

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 92 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/> RES#	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name A. Voimac Construction Management Group	Vendor ID# 010-94-9090
Address 6580 Jericho Turnpike Suite 22, Syosset NY 11791	Contact Person Antonios Voimac
	Phone 516.921.3070

County Department
Department Contact
Business Address
Address 1194 Pleasant Ave. Westbury, NY 11590
Phone 516.971.9611

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Log Approval Required
	Department	NIFS Entry (Dept) NIFS Approval (Dept. Head)	6/4/14	[Signature]	
	DPW Capital Only	CF Capital Fund Approval	6/4/14	[Signature]	
	OMB	NIFS Approval	6/9/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/11/14	County Attorney	CA RE & Insurance Verification	6/11/14	[Signature]	
	County Attorney	CA Approval on to Form	6/12/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Per'd Original Contract to CA	6/19/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	6/19/14	[Signature]	
	County Comptroller	NIFS Approval	6/25/14	[Signature]	
	County Executive	Notification Filed with Clerk of the Leg.	6/19/14	[Signature]	

Contract ID#: B9062202CM



Department: Public Works

Contract Summary

Description:
Purpose:
To retain a firm to perform professional construction management services for the "Phase II" Redevelopment of the Department of Public Works Hempstead, Road Maintenance Facility at Webb Street, Hempstead, New York. The project shall include, but not be limited to; the removal of existing structure(s), soil remediation, construction of a new vehicle storage building, vehicle maintenance building, fueling facility with canopy, and conversion of the existing maintenance building into new administration building. Also site redevelopment including grading, drainage, lighting, site paving and curbing improvements; new electrical, water, and gas services, installation of a new generator and landscaping.
Method of Procurement:
RFP -- A qualification based rating system in accordance with established DPW procedures.
Procurement History:
The Department issued a request for proposals in February 3, 2014 and responses were received from ten (10) firms on February 21, 2014. Each of the firms submitted a technical proposal and separately sealed cost proposals as requested.
Description of General Provisions:
This is a term contract that expires June 30, 2016.
Impact on Funding / Price Analysis:
Funding is available from Capital project 90622.
Change in Contract from Prior Procurement:
Not Applicable.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	622
Object:	00003
Transaction:	CP

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$1,350,000
Other	\$
TOTAL	\$1,350,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAP/90622/00003	\$1,350,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$1,350,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

APB Certification	Comptroller Certification	County Executive Approval
I certify that this document was prepared from the RFP.	I certify that the recommended balance is sufficient to cover the contract's period in the appropriation to be charged.	
Name: <u>V. Mendenhall</u>	Name: <u>Steven J. Salviolo</u>	Name: <u>[Signature]</u>
Date: <u>8/22/14</u>	Date: <u>8/21/14</u>	Date: <u>6/19/14</u>
		(Not Official Use Only)

E-160-14

RULES RESOLUTION NO. 190 2014

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 A. VOURNOU CONSTRUCTION MANAGEMENT GROUP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/30/14
VOTING:
ayes 7 nays 0 abstained 0 refused 0
Legislature present 7

WHEREAS, the County has negotiated a personal services agreement with A. Vournou Construction Management Group to perform professional construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with A. Vournou Construction Management Group.

RULES RESOLUTION NO. -2014

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 A. VOURNOU CONSTRUCTION MANAGEMENT GROUP.

WHEREAS, the County has negotiated a personal services agreement with A. Vournou Construction Management Group to perform professional construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with A. Vournou Construction Management Group.

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

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

☐ RFQ ☐ RFI ☐ RFBC ☐ In-House Work Order

Project No.:

Project Title:

Department: Public Works

Date: December 26, 2013

Service Requested: Construction Management services for the Phase II Redevelopment of the Nassau County Department of Public Works Hempstead, Road Maintenance Facility, at Weir Street.

Justification: To retain a firm to perform professional construction management services for the "Phase II" Redevelopment of the Nassau County Department of Public Works Hempstead, Road Maintenance Facility at Weir Street Hempstead, New York. The scope of the project in Phase II consists of a new Vehicle Storage Facility, a new Vehicle Maintenance Facility and conversion of the existing Maintenance Building into an Administration Building as well as final site work including grading, paving, drainage, lighting and landscaping.

Requested by:
Department/Agency/Office

Project Cost for this Phase:

Total Project Cost: \$10,000,000-\$11,000,000
Includes design, construction and art

Date Start Work: December 31, 2013

Capital Funding Approval:

☒ YES
SIGNATURE

☐ NO

90022

Funding Allocation (Project/subobject):
See Attached Sheet if multiple ☐

[Signature]

Department Head Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

DCE/Ops Approval:

☒ YES

☐ NO

[Signature]

SIGNATURE

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

See Attached Sheet ☐

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

DCE/Ops Approval:

YES

NO

Signature _____

SAG:RM/pl

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 28, 2014

SUBJECT: Hempstead Road Maintenance Facility - Phase II
 Selection of Firm for Construction Management Services
 Project No. 90622

This Department intends to procure construction management services, through a personal service agreement, for construction management (CM) services for the Redevelopment of the Hempstead Road Maintenance Facility - Phase II project. Services shall include a full-time resident engineer and inspectors as well as an office engineer and critical path method (CPM) scheduler.

Requests for Proposals (RFPs) were advertised to provide construction management services for the subject. Proposals from ten (10) firms were received on February 21, 2014. The technical proposals were evaluated by five (5) reviewers; Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, Deputy Commissioner, Kenneth G. Arnold, Assistant to Commissioner, Joseph Amerigo, Civil Engineer II, and the Architectural Unit (consisting of Carmelo Mazza, Architect II, Vallant Young, Architect II, and Robert LaBaw, Architect III), with the results of the technical ratings, as well as the proposed costs, as follows:

FIRM NAME	RANK	TECH SCORE	MULTIPLIER	PROPOSED COST	ADJUSTED COST	REVISED COST
A. Vonnou	1	91.3	2.10	\$1,406,240	\$1,431,568	\$1,232,556
LIKO	2	88.1	2.15	\$ 839,316	\$1,268,740	
D&B	3	86.3	2.30	\$ 887,610	\$1,264,048	
HAKS	4	86.1	2.30	\$1,364,237	\$1,499,333	
Cameron Associates	5	84.7	2.30/2.50	\$ 696,403	\$1,246,036	
GBB FHL/so	6	84.6	2.10	\$1,153,688	\$1,145,212	
Sidney B. Bowne	7	83.8	2.30	\$ 791,540	\$1,233,831	
Tachtonic	8	76.3	2.30	\$1,106,250	\$1,256,440	
RC Dolner	9	71.5	2.30	\$1,597,300	\$1,496,100	
M&J Engineering	10	61.6	2.10	\$1,479,408	\$1,167,724	

The proposals from all the contractors did not contain an equal amount of man-hours for project manager, resident engineer, office engineer, inspector, MEP Inspector, and scheduler, as requested in the RFP. The man-hours were adjusted to 600 hrs., 3200 hrs., 2400 hrs., 2880 hrs., 1920 hrs., and 600 hrs. respectively for all the firms for proper cost comparison purposes. The results are represented above under "Adjusted Cost". This was calculated using the rates and multipliers submitted in each consultant's proposal and the man-hours that NCDPW evaluators agreed would be necessary to effectively manage the project in its entirety.



Office of the County Executive

Attn: Richard R. Walker, Chief Deputy County Executive

March 28, 2014

Page two

SUBJECT: Hempstead Road Maintenance Facility -- Phase II
Selection of Firm for Construction Management Services
Project No. 90622

In our evaluation, the proposal submitted by A. Vournou was found to have achieved the best technical ranking. However, subsequent to the evaluation of the proposals, adjusted costs were compared for the three top ranking proposers. A. Vournou, being ranked number one was asked to review their cost proposal for the required man-hours. A. Vournou revised their cost and proposed \$1,232,556, which is deemed reasonable.

A. Vournou's proposal being technically the highest ranked with a reasonable cost is considered the best value to the County. Therefore, we recommend proceeding with an agreement with A. Vournou to provide construction management services for the Hempstead Road Maintenance Facility -- Phase II project.

The funding for these professional services is available under Capital Project 90622.

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

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.


Richard P. Millet
Chief Deputy Commissioner

RPM:RML:s

c: Shila Shah-Gavrioudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Robert LaBaw, Architect III
Carmelo Mazza, Architect II
Vallant Young, Architect II
Joseph Amerigo, Civil Engineer II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

3/28/14

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

George Maragos
Comptroller



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

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

CONTRACTOR NAME: A. Vournou Construction Management Group

CONTRACTOR ADDRESS: 6500 Jericho Turnpike Suite 2E, Syosset, NY 11791

FEDERAL TAX ID #: [REDACTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: December 20, 2013

SUBJECT: CSEA Notification of a Proposed DFW Contract
Requirements Contract
Proposed Contract No.: B9062202CM

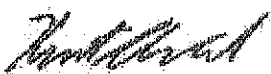
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DFW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

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

Construction Management services for the Redevelopment of the Nassau County Department of Public Works, Hempstead, Road Maintenance Facility, Wehr Street Hempstead, New York
2. The work involves the following:

Scope of Work: To retain a firm to perform professional construction management services for the "Phase II" Redevelopment of the Nassau County Department of Public Works Hempstead, Road Maintenance Facility at Wehr Street, Hempstead, New York. The scope of the project in Phase II consists of a new Vehicle Storage Facility, a new Vehicle Maintenance Facility and conversion of the existing Maintenance Building into an Administration Building as well as final site work including grading, paving, drainage, lighting and landscaping.
3. An estimate of the cost is: \$10,000,000-\$11,000.00
4. An estimate of the duration is: eighteen months (18) months

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


Kenneth G. Arnold
Assistant to Commissioner

KGA:RMGWSN:pl

- c: Allison Hertling, Deputy Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Robert LaBaw, Architect III
Carmela Mazza, Architect II
Vallant Young, Architect II ✓
Loretha Dionisio, Hydrogeologist II



EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

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

CONTRACT FOR SERVICES

CONSTRUCTION MANAGEMENT SERVICES:

AGREEMENT NO. B9062202CM

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) A. Vournou Construction Management Group having its principal office 6500 Jericho Turnpike, Suite 2E, Syosset, NY 11791, (the "Firm").

WITNESSETH:

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2306 of the County Charter;

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

NOW, THEREFORE, in consideration of the promises 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 18 months from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of Construction Management Services: Building Construction Group, for the Phase II Redevelopment of Nassau County Department of Public Works Road Maintenance Facility, Hempstead, N.Y. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to Two and One Tenth (2.1) 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 Firm 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 One (1), 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 fifty dollars (\$150.00) per hour.

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

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed One Million Three Hundred Fifty Thousand (\$1,350,000.00) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

(d) **Infringements of Patents, Trademarks, and Copyrights.** The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used

by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

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

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

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

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" 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 L.L. 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder,

the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture

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

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

22. 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 left blank}

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 28 day of MAY in the year 2014 before me personally came ANTONIOS VOUGRIDIS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the MEMBER of AVOURDON CONST MGMT, 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

JERRY BAKALIS
Notary Public, State of New York
NO. 012,609,041
Qualified in Nassau County
Commission Expires September 24, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 28 day of MAY in the year 2014 before me personally came ANTONIOS VOUGRIDIS 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 206 of the County Government Law of Nassau County.


NOTARY PUBLIC

JERRY BAKALIS
Notary Public, State of New York
NO. 012,609,041
Qualified in Nassau County
Commission Expires September 24, 2015

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

On the 4 day of September in the year 2014 before me personally came Richard R. Walke, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the 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 pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P00000000
Qualified in Nassau County
Commission Expires April 02, 2017

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The County requires the Construction Manager (CM) to provide pre-construction, construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

Pre-Construction Services

Meetings - Meet with the County, Architect, and stakeholders bi-weekly to review design progress and collaboratively plan the construction. Special meetings will be scheduled as the need arises, and participation by the CM at these meetings shall be at no additional cost to the County.

Planning and Scheduling - The CM shall be continuously engaged in planning the project in the pre-construction phase. Review the preliminary schedule and phasing plans prepared by the General Contractor and assist revising, refining, developing the schedule and phasing plans. The CM shall be responsible for reviewing the overall project schedule, logistical planning, and phasing plans, which will define the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.

Constructability Review - Perform a review of the proposed bid documents (100% Construction Documents stage), and provide written comments and recommendations to the County, concerning constructability of the documents. The construction documents (drawings and specifications) shall be reviewed for clarity, consistency, completeness, and to avoid potential change orders or claims. Such review shall be for the sole benefit of the County, and any benefit derived by the Architect shall be merely incidental. Upon completion of the Constructability Review, confer with the County and Architect, as appropriate.

Construction Estimate - Prepare an independent construction cost estimate (at 100% CD stage), broken down for each bid package. Each estimate shall be based on quantity take-off and shall be correlated with the respective bid package. Reconcile each estimate with the independent estimate prepared by the Architect. In the event that the reconciled estimates exceed the budget, confer with the Architect and prepare joint recommendations for bringing the project within budget. With the concurrence of the County, revise the reconciled estimates to reflect the effect of implementing the recommendations. Such revisions shall be at no additional cost to the County.

Construction Documents - Collaborate with the Architect and the County, and augment the County's standard Division 1 (front-end) contract documents. Customize and augment the County's standard front-end documents to meet the needs of this project, including, but not limited to, preparing Supplementary Conditions, site logistic plans, phasing plans if required, phasing/milestone schedules if required, and narratives. This effort is to delineate for potential bidders, the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.

Procurement Services - Consult with the County regarding the procurement strategy, and make recommendations for the packaging of construction contracts. Assist the County in advertising bids; developing bidder interest; conducting bid walk-through with prospective bidders; preparation and distribution of addenda; obtaining, tabulating and analyzing bids; investigating bidders; and in negotiating and awarding contracts for the construction of the project. It is anticipated, that at the minimum, a "demolition and abatement" package, a separate "construction" package will be procured.

Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the Project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for (18) eighteen month duration. The contract will be administered under a Project Labor Agreement (PLA) with a single prime contract.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as

a guide to the County's standard administrative procedures. Administer the construction of the Project, including scheduling of the Work and coordination of the Construction Contractor (CC), building tenants, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the building occupants. Coordinate the installation of County-furnished material, equipment and furniture with the work of the CC. The CM shall maintain competent full-time staff at the Project site to administer the Project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for Project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, computers, etc. The CM recognizes that the facility will be occupied 24 hours/day, 7 days/week, year-round, and that the construction and all prep and finish work will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.

Site Conditions - As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Architect, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Architect to devise appropriate modifications to the Contract Documents.

Quality Assurance - The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of the CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by third parties with the Work of the CC. The CM shall promptly notify the County, Architect, and CC of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

Scheduling - The CM shall review the Master Construction Schedule, prepared by the CC, before recommending acceptance to the County. This Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The CM shall evaluate the CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Review all updates to the Master Schedule prepared by the CC for acceptance by the County. Review Schedules that reflect changes and inform the County of such changes and possibilities of impact to the critical path and completion milestones. Confer with the CC for recovery schedules, as needed.

Cash Flow Forecast - With the cooperation of the CC, CM shall prepare a cash flow forecast for the entire Project, based on the Project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

Monitor Progress - Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, defects and/or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC's contracts, to ensure that the CC's workforce is sufficient and the Work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Architect, or others, bring such matters promptly to the attention of the County for resolution.

Information Management System - Implement an information management system to track and update the status of all pertinent Project information, including CM's daily reports. Develop and maintain paper and electronic Project files, including, but not limited to, Project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC's submittals, meeting minutes, requests for information, supplementary bulletins, change orders, CC's requisitions/payments, correspondence, reports, and all documents which should be part of the Project record. Project records, including the Project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CC's submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Architect for review and approval; within 48 hours of receipt by CM of the CC submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Architect, and shall update the submittal log accordingly. CM shall

collect and compile as-built drawings, operations and maintenance manuals, spare parts and title stock provided by the CC.

CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall correlate CC's payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to the CC, document construction expenditures, and assist the County with documenting its claim for State aid pursuant to 9 NYCRR § 180.20.

Meetings: - schedule and conduct regular weekly meetings with the CC, the Architect, the County, and others to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and the Architect. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

Reporting: - The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the Project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety: - The CM shall require the contractor to submit its safety program and shall serve a central role in dissemination of safety-related information between contractors. The CM shall not have control over or charge of the Work and the CM shall not be responsible for the CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the Work of the CC, since these are solely the CC's responsibility. The CM shall not be responsible for the CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

Changes: - The CM shall review all Supplementary Bulletins prepared by the Architect prior to their issuance, prepare cost estimates, review the CC's proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Architect's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

Partial Occupancy and Beneficial Use: - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County, and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Architect of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work and monitor the completion/correction.

Field Office: - The CM shall provide, maintain and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc.

shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

Post-Construction Phase Services

Contract Closeout - Conduct final inspections of the completed Project with the Architect and County and assist the Architect, who will prepare detailed punch lists (observed discrepancies, defects, deficiencies and incomplete items of work), as required. It is understood that the Project will be completed in phases and that multiple final inspections are needed. Compile Project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as-built drawings provided by the general contractor and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the Project, document the actual construction of the Project. The CM shall then transmit the verified as-built drawings to the Architect for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of building components and systems. The CM must verify that all new building equipment and systems have been properly commissioned. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

CC Claims and Disputed Work - The CM shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Architect for interpretation. Confer with the Architect, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to the CC's claims, incorporating the Architect's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Architect.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES (Not-to-Exceed Fee)

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (exclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One Million One Hundred Thirty Two Thousand Five Hundred Fifty Six (\$1,132,556.00) dollars. The Firm shall be compensated for such services by an amount equal to One and Ninety Nine Hundredths (1.99) times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

1. Services

- A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly Wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of One and Ninety Nine Hundredths (1.99).

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

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

B. REIMBURSABLE EXPENSES

1. Testing and Controlled Inspection Services - the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2(d) of the Agreement.

C. ALLOWANCE

1. The Firm shall include a reimbursable allowance of \$100,000.00 for the following:

- a. Direct reimbursement of authorized reimbursable expenses.

- D. EXTRA SERVICE - Additional services to be paid on the basis of lump sum or actual salaries. For any additional services to be paid on actual salaries, the firm shall be compensated for such extra services by an amount equal to Two and One Tenth (2.1) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, not to exceed One Hundred Fifty (\$150.00) per hour, exclusive of payroll taxes, insurance and any and all fringe benefits.

- E. MAXIMUM AMOUNT TO BE PAID TO THE FIRM FOR THE FIRM'S SERVICES UNDER THIS AGREEMENT, INCLUDING ANY EXTRA SERVICES AND ALLOWANCES THAT MAY BE SO AUTHORIZED, SHALL NOT EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND (\$1,350,000.00) DOLLARS.

F. MAXIMUM HOURLY WAGE RATE SCHEDULE

1. The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"
MAXIMUM WAGE RATE SCHEDULE

COST PROPOSAL - RFP No. PW-090622-02 CM
(To be submitted in a separately sealed envelope)

DATED: MARCH 13, 2014

PROPOSER: A. BOUENOU CONSTRUCTION MANAGEMENT GROUP
6900 JERICO TURNPIKE, SUITE 21
SYOSSET, NY 11791

CERTIFICATIONS:

MBE

WBE

WMBE

- I. RESIDENT ENGINEER, with 10 years minimum experience with projects similar in scope.

Hours: 3328 Rate: 67.00 Multiplier: 1.99 Cost: 443,722
(Not to exceed 2.3)

- II. INSPECTOR(s) with 5 years minimum experience with projects similar in scope.

Hours: 3120 Rate: 50.00 Multiplier: 2.0199 Cost: 312,000 210,440 AW
(Not to exceed 2.3)

Hours: 2080 Rate: 50.00 Multiplier: 1.99 Cost: 208,960
(Not to exceed 2.3)

- III. SCHEDULERS, with 5 years minimum experience with projects similar in scope.

Hours: 300 Rate: 50.00 Multiplier: 1.99 Cost: 29,850
(Not to exceed 2.3)

- IV. OFFICE ENGINEER, with 5 years minimum experience with projects similar in scope.

Hours: 1200 Rate: 35.00 Multiplier: 1.99 Cost: 132,335
(Not to exceed 2.3)

V. ALLOWANCES

Cost: \$100,000

VI. ADDITIONAL SERVICES:

Rate: VARIES

Multiplier: 2.1

Grand Total: 1,224,867

1,224,867 AW 3/14/14

(NOTE: Maximum Hourly Rate WITH Multiplier \$180.00 applies to all personnel.)

(AUTHORIZED REPRESENTATIVE OF PROPOSER)

By: [Signature]

Name: ANTONIO VOURANU

Title: PROJECT EXECUTIVE

ATTACH STAFFING SCHEDULE WITH TITLES, HOURLY RATES AND MULTIPLIER(S) FOR ALL PROPOSED STAFF
ATTACH A LIST OF PROPOSED SUB-CONTRACTORS (FIRMS) AND THEIR QUALIFICATIONS.

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, 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 Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

Appendix "L"

Certificate of Compliance

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

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

AMOURNOU CONSTRUCTION MGMT GROUP LLC (Name)

4500 JERICHO TPKE, SUITE 2.E, (Address)

SYOSSET, NY 11791 (Telephone Number)

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

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

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

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

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

5/28/14
Dated


Signature of Chief Executive Officer

ANTONIOS VOURNOU, MEMBER
Name of Chief Executive Officer

Sworn to before me this

28 day of MAY, 2014.


Notary Public

JERRY SAKALIS
Notary Public, State of New York
NO. 01830070047
Qualified in Nassau County
Commission Expires September 02, 2015

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

1. Name of Firm: A VOURNOU CONSTRUCTION MANAGEMENT GROUP LLC

Address: 10500 JERICHO TRPK. SUITE 201

City & State: SYOSSET, NY Zip Code: 11791

2. Firm's Vendor Identification Number: [REDACTED]

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

4. List names and addresses of all principals that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of Limited Liability Companies (attach additional sheet(s) if necessary)
ANTONIO'S VOURNOU 10500 JERICHO TRPK. SUITE 201
SYOSSET, NY 11791

5. List all 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 10K form in lieu of completing this section) Attach additional sheet(s) if necessary.
ANTONIO'S VOURNOU 10500 JERICHO TRPK. SUITE 201
SYOSSET, NY 11791

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

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as a signator of the firm for the purpose of executing contracts. The undersigned affirms and so attests that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Date: 5/28/14

Signed: [Signature]

Printed Name: ANTONIO'S VOURNOU

Title: Member

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

By: [Signature]
Name: ANTONIO VOLPINO
Title: MEMBER
Date: 05/22/14

NASSAU COUNTY

By: [Signature]
Name: Richard R. Wooten
Title: County Executive
Deputy County Executive
Date: 9/13/14

PLEASE EXECUTE IN BLUE INK

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