

Contract ID#: S3B120-01M



Department: Public Works

CLPW17000013

E-130-17

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

NIFS ID #: CFPW 13000019

SERVICE: Construction Management
NIFS Entry Date: 3/29/17 Term: from 11/14/13 to 8/13/18

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

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

Agency Information

Vendor	
Name Gannett Fleming Engineers, P.C.	Vendor ID# 52-2151596
Address 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person Stephen Hadjiyane, Vice President
	Phone (516) 364-4140

County Department
Department Contact Damon W. Urso, Sanitary Engineer III
Address Cedar Creek WPCP, Bldg R 3340 Merrick Rd, Wantagh NY 11793
Phone 516-571-7534

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	3/29/17	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	3/14/17	[Signature]	
3/30/17	OMB	NIFS Approval	3/30/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
4/6/17	County Attorney	CA RE & Insurance Verification	4/6/17	[Signature]	
4/7/17	County Attorney	CA Approval as to form	4/7/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
3/14/17	County Executive	Notarization Filed with Clerk of the Leg.	3/14/17	[Signature]	



Contract Summary Amendment 1

CFPW 13000019

Description: Additional Funds for Construction Management Services and Time Extension for the Bay Park Sewage Treatment Plant Influent Screening Facility Improvements.

Purpose: Amendment to continue construction management services required to complete work on construction of the Bay Park Influent Screening Facility Improvements. The amendment is necessary to continue construction management on the project.

Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993.

Procurement History: A Request for Proposal (RFP) was advertised in Newsday and the County website in April, 2013, with technical proposals received on May 24, 2013. Eight (8) firms responded to this RFP and their proposals were evaluated. The Firm of Gannett Fleming received the highest technical rating & proposed the lowest cost. The Department recommended that we retain the services of Gannett Fleming. The justification for selecting the Firm of Gannett Fleming was approved by the office of the County Executive on August 8, 2013 (Memo dated July 29, 2013).

Description of General Provisions: This Amendment No. 1 requests continued construction management services during construction to this ongoing project, as well as a one (1) year time extension.

Impact on Funding / Price Analysis: Notice to proceed with construction occurred on May 27, 2014 with substantial completion scheduled for November 24, 2016. The contract has experienced delays and completion is forecast for May 19, 2017. GF was issued authorization to proceed on January 6, 2014, however, did not start services until March 22, 2014 approximately one month prior to construction per the agreement. We are requesting funds to continue CM services to the end of July 2017 which allows two (2) months for project closeout. At the end of the project, the Department will perform a delay analysis on the construction contract to determine if any penalties are due the County.

Change in Contract from Prior Procurement: Request to Increase the Maximum Amount of the Agreement to \$1,450,887 from \$1,351,764 and one (1) year Time Extension.

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B
Resp:	120
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital 3B120	\$ 99,123.00
Other	\$
TOTAL	\$ 99,123.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3B120	\$ 99,123.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 99,123.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Damon W. Urso, Sanitary Engineer III**

Date: **Feb 24, 2017**

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>2/24/17</i>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Gannett Fleming Engineers, P.C.

2. Dollar amount requiring NIFA approval: \$ 99,123

Amount to be encumbered: \$ 99,123

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: 1 yr. extension to 8/13/18

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

If yes, please explain: Addition Funds for construction management for ongoing construction work

4. Funding Source:

☐ General Fund (GEN)
☒ Capital Improvement Fund (CAP)
☐ Other

☐ Grant Fund (GRT)
Federal % ☐
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:

Notice to proceed with construction occurred on May 27, 2014 with substantial completion scheduled for November 24, 2016. The contract has experienced delays and completion is forecast for May 19, 2017. GF was issued authorization to proceed on January 6, 2014, however, did not start services until March 22, 2014 approximately one month prior to construction per the agreement. We are requesting funds to continue CM services to the end of July 2017 which allows two (2) months for project closeout. At the end of the project, the Department will perform a delay analysis on the construction contract

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

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

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

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

Exceeds \$50K.

AUTHORIZATION

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

Roseann Dell 4/4/17
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: _____

NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Gannett Fleming Engineers, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park West, Woodbury, NY 11797

FEDERAL TAX ID #: 52-2151596

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

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

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

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

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

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

The contract was originally executed by Nassau County on November 14, 2013. 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 evaluation of eight (8) proposals were received on May 24, 2013 in response to our Request for Proposals. This amendment is to extend the Term and increase the Maximum Dollar Amount of the Agreement.

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

3/20/17
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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Vendor: Gannett Fleming Engineers, P.C.

Dated: 3/6/11

Signed: [Signature]

Print Name: Stephen Hadjiyane

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

None

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

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

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

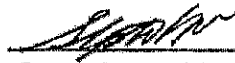
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/6/17

Signed:

Print Name:

Title:



Stephen Hadjiyane

President

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 Stephen Hadjiyane
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 100 Crossways Park West, Suite 300
City/state/zip Woodbury, NY 11797
Telephone 516-364-4140
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 06 / 16 / 2016 Treasurer 06 / 16 / 2016
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President 03 / 03 / 1999 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO X;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO
If Yes, provide details. Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.

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 X 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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such year.

CERTIFICATION

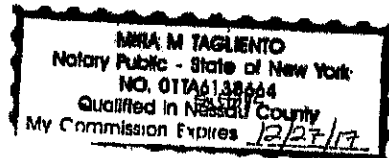
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Stephen Hadjiyane, 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 6 day of March 2017



Notary Public



Gannett Fleming Engineers, PC

Name of submitting business

Stephen Hadjiyane

Print name



Signature

President

Title

3 / 6 / 17

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name James R. Laurita
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address Two Penn Plaza, Suite 552, 380 Seventh Avenue
City/state/zip New York, NY 10121
Telephone 212-967-9833
Other present address(es) _____
City/state/zip _____
Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board 12 / 31 / 2009 Shareholder 12 / 31 / 2009
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 X NO ____ If Yes, provide details. **James R. Laurita owns 50% and John W. Kovacs owns 50%.**
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____; If Yes, provide details. **Please see Attachment 1.**

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 X NO ____
If Yes, provide details. Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.

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 X 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 X 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 X 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 X 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 X 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 X 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, James R. Laurita, 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 ¹⁰25 day of February 2014


Notary Public **LUKESHWARIE SINGH**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires **October 21, 2018**
I.D. # **2379185**

Gannett Fleming Engineers, PC

Name of submitting business

James R. Laurita

Print name


Signature

Chairman

Title

02 / 28 / 2017

Date

**Attachment 1
Principal Questionnaire Form
Question 5**

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSYDRILLING - Punxsy Drilling Company	Director
PUNXSYDRILLING - Punxsy Drilling Company	Chairman

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 John Kovacs
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 730 Holiday Drive, Suite 400
City/state/zip Pittsburgh, PA 15220
Telephone 412-922-5575
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder 01/03/2014
Chief Exec. Officer ____/____/____ Secretary 01/03/2014
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 01/03/2014 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. **James R. Laurita owns 50% and John W. Kovacs owns 50%.**
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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____; If Yes, provide details. **Please see Attachment 1.**

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 X NO
If Yes, provide details. Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.

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.

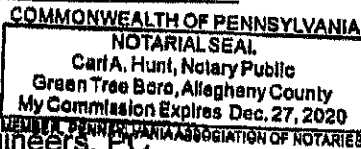
CERTIFICATION

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I, John Kovacs, 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 2nd day of March 2017


Notary Public



Gannett Fleming Engineers, PC

Name of submitting business

John Kovacs

Print name


Signature

Senior Vice President/Secretary

Title

3 / 2 / 2017
Date

**Attachment 1
Principal Questionnaire Form
Question 5**

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSYDRILLING - Punxsy Drilling Company	Director
PUNXSYDRILLING - Punxsy Drilling Company	Chairman

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: March 3, 2017

1) Proposer's Legal Name: Gannett Fleming Engineers, PC

2) Address of Place of Business: 100 Crossways Park West, Suite 300, Woodbury, NY 11797

List all other business addresses used within last five years:
N/A

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

Phone : (516) 364-4140

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 83-241-9894

5) Federal I.D. Number: 52-2151596

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: Shares space with Gannett Fleming Engineers and Architects, P.C.

8) Does this business control one or more other businesses? Yes No X 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. GFEAPC is an affiliate of GFEPC and the entity is controlled by Gannett Fleming, Inc. The shareholders of GFEPC are James R. Laurita and John W. Kovacs.
- 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.
Gannett Fleming has a Code of Ethics and Conflict of Interest policy that requires the
reporting of any potential conflicts to the Ethics Officer, who provides conflict checks
and advice regarding the avoidance of conflicts of interest.

- 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. See attached answers for this section.

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

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

- B. Indicate number of years in business. 101

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See attached answers for this section.

- 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 Department of Public Works

Contact Person Joseph Davenport, PE

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone (516) 571-9608

Fax # N/A

E-Mail Address jdavenport@nassaucountyny.gov

Company New York City Department of Environmental Protection

Contact Person Jerry Fraglas

Address 59-17 Junction Boulevard

City/State Flushing, NY 11373

Telephone (718) 595-4969

Fax # N/A

E-Mail Address jfraglas@dep.nyc.gov

Company Suffolk County Department of Public Works

Contact Person John Donovan, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone (631) 852-4184

Fax # N/A

E-Mail Address public.works@suffolkcountyny.gov

Answers to Question A

A. - See Appendix A

i. - 3/3/1999; Name Change 9/4/2002

ii. –

(50% Ownership) Laurita, James R. - Chairman - 9 White Oak Ridge Ct, Mendham NJ 07945

(50% Ownership) Kovacs, John W. - Senior Vice President and Secretary -1480 Redfern Drive, Pittsburgh, PA 15241

iii. –

<i>Laurita, James R - Chairman Address: 9 White Oak Ridge Ct, Mendham NJ 07945</i>
<i>Hadjiyane, Stephen – President and Treasurer Address: 11 Sherman Dr, Syosset NY 11791</i>
<i>Kovacs, John W - Senior Vice President and Secretary Address: 1480 Redfern Drive, Pittsburgh, PA 15241</i>
<i>Augustin, Lars- Vice President and Assistant Secretary Address: 88 Merritt Avenue, Massapequa, NY 11758</i>
<i>Hair, Glen L - Vice President Address: 23 Harrogate Drive, Hummelstown, PA 17036</i>
<i>Inyard, Frederick H - Vice President Address: 8 Glenmark Lane, East Northport, NY 11731</i>
<i>Schweiger, Paul G - Vice President Address: 50 Circle Place, Camp Hill, PA 17011</i>

iv. – New York

v. – 2096

vi. -

Gannett Fleming Engineers, P.C. is an affiliate of Gannett Fleming, Inc. and its annual revenue for 2016 was \$375,096,000.

vii. - See Appendix A

viii. - See Attached Certificate

Answer to Question C

See Appendix A

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

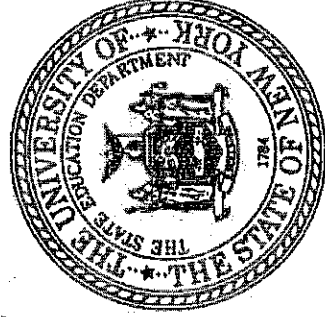
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

GANNETT FLEMING ENGINEERS PC
100 CROSSWAYS PARK WEST
SUITE 300
WOODBURY, NY 11797-0000

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

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

CERTIFICATE NUMBER
0011949



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

Appendix A

3. Experience/Qualifications of the Firm

Nassau County Department of Public Works

Bay Park Sewage Treatment Plant Influent Screens Facility Improvements
Professional Construction Management Services - RFP No. PW-53B120-01M

3.1. Gannett Fleming

Gannett Fleming has continuously demonstrated a sensitivity and commitment to the needs and expectations of our clients. We have five (5) offices located across the New York metropolitan area.

Construction Management makes up one of the largest Divisions of our company. With more than 200 engineering, construction, and other professionals to draw from, our firm has the available resources to successfully meet the needs of this project.

The Construction Management Division of Gannett Fleming routinely manages and inspects more than \$500 million in construction values each year. As such, we have the necessary procedures in place to control costs, monitor schedules, and confirm that the Owner's project requirements are consistently met. Our program and construction management approach will be integrated with the County's goals for this project.

Our construction management, resident engineering, and inspection personnel work as an extension of our client's staff to represent their interests throughout the phases of the project. We identify the preconstruction requirements, including project risks, programming, design, jurisdictional requirements, and approvals needed. We develop a design and construction schedule for staying on track. We prepare progress estimates during the various design phases to confirm that the project is staying on budget and make recommendations for modifications where appropriate. We also perform constructability reviews and identify value engineering ideas, phasing opportunities, and procurement strategies and consider operation and maintenance costs for the life of the facilities. We work with the design professionals to prepare bid documents and oversee the bidding and award process. During the construction phase, we manage and administer all aspects of the project to adhere to the project contract documents. Our Team can hold and/or manage for the Owner key independent consultant contracts. At substantial completion and prior to occupancy, our comprehensive closeout procedures confirm that the facilities are ready for use and meet the basis of design and all project requirements.

As construction managers, we have integrated our engineering expertise with the construction management process, symbiotically combining the managerial and technical expertise required to deliver successful projects. Our construction management objective is to assist our clients, in whatever way necessary, to achieve their project goals. Ultimate success requires a wide range of construction management, engineering, and support services; it is our broad scope of abilities that has led to our continued success as construction managers.

As demonstrated in Section 4, Key Personnel and Staffing, our Construction Management Team is comprised of personnel with the capabilities and experience commensurate with the requirements of this assignment.

3. Experience/Qualifications of the Firm

Bay Park Sewage Treatment Plant Influent Screens Facility Improvements
Professional Construction Management Services - RFP No. PW-S3B120-01M

Nassau County Department of Public Works

Gannett Fleming's experience working on projects similar in scope to the County's proposed project is described within the detailed project descriptions provided at the end of this Section.

3.2. Subconsultants

To meet the goals of the County's WBE, MBE, or W/MBE program and enhance our services for this Contract, we have enlisted the support of LPE Enterprises, Ltd. and Site Safety Solutions LLC. The following paragraphs provide an overview of the qualifications and experience both WBE firms bring to the County.

3.2.1. LPE Enterprises, Ltd.

LPE Enterprises, Ltd., a New York-based WBE program management and construction management support services firm, identifies and serves the needs of construction management and engineering companies for skilled and experienced project-based personnel. The firm's staff members, all of whom are actively engaged on projects in the New York and New Jersey and South Florida areas, are full-time employees of LPE.

Their staff – many of whom have been with the company since its founding in 1988 – has extensive expertise in such areas as engineering, architectural drafting, automated systems and network developing, construction inspection and estimating, document controls, and administrative services.

Assigned to a project on the basis both of applicable skills and compatibility with the client, these professionals are fully integrated into the project team, committed to meeting the highest standards of performance, and are dedicated to their clients' success.

LPE Enterprises, Ltd. is certified as a WBE firm with New York State, the New York State Department of Economic Development, the Port Authority of New York and New Jersey, and the New York City Department of Business Services.

LPE Enterprises has provided technical administrative support on the following DEP projects and wastewater treatment plant (WWTP) upgrades:

- Avenue V Pump Station
- CAT/DEL UV Disinfection Project
- Croton Water Filtration Project
- Jamaica WWTP Upgrades
- Bowery Bay WWTP Upgrades
- Wards Island WWTP Upgrades
- Hunts Point Water Pollution Control Plant (WPCP)
- Paerdegat Basin WPCP
- Spring Creek WPCP
- Coney Island WPCP
- Newtown Creek WPCP.



3. Experience/Qualifications of the Firm

Nassau County Department of Public Works

Bay Park Sewage Treatment Plant Influent Screens Facility Improvements
Professional Construction Management Services - RFP No. PW-S3B120-01M

3.2.2. Site Safety Solutions LLC

Founded in 1998, Site Safety Solutions LLC is a certified New York State Department of Transportation (DOT) Disadvantaged Business Enterprise (DBE), New York State WBE and New City Women's Business Enterprise that provides environmental, health, and safety (EHS) services to municipal, state, and federal governmental agencies and the private sector, including the construction industry, manufacturing, and commercial businesses.

Site Safety Solutions LLC provides a wide range of services within the EHS arena. Their expertise and experience in providing health and safety services includes the development and implementation of site-specific health and safety plans; development of CM Management Plans; emergency evacuation planning; hazard assessment; comprehensive surveys for chemical, biological, and physical agents; training; compliance audits and inspection; indoor air quality; and on-site safety management.

Their expertise in the environmental field includes hazardous material investigations, management and plan development, waste management programs, storm water pollution prevention planning and inspections, air quality assessments, and noise and lighting assessments.

Site Safety Solutions is dedicated to fostering environmental stewardship, the protection of employees in the workplace, and the health and well-being of community residents. Site Safety Solutions maintains a philosophy of commitment to their clients by delivering cost-effective, EHS solution-oriented services that are tailored to the specific and unique needs of their clients.

Their relevant experience is also described in detailed project descriptions provided at the end of this Section.



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Newtown Creek Water Pollution Control Plant Phase 3 Upgrade Construction Management Services

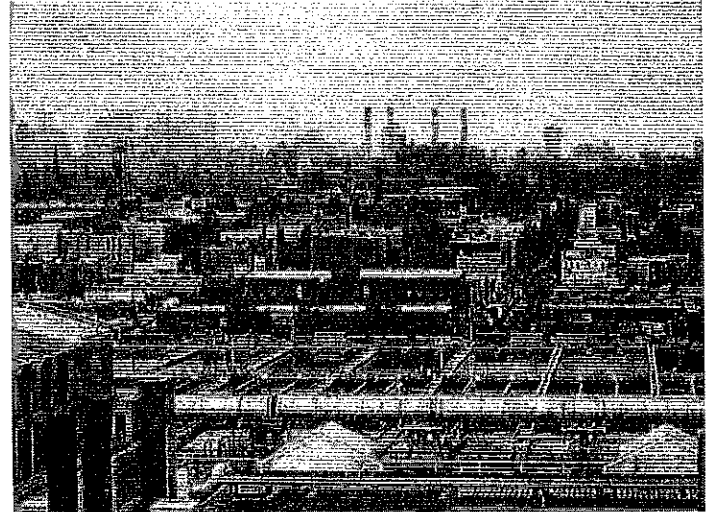
Gannett Fleming is a partner in a tri-venture team and is performing construction management and resident engineering services for 11 construction contracts to upgrade the 310 mgd Newtown Creek Water Pollution Control Plant (WPCP). Gannett Fleming is working on Contracts 41G, E, H, and P, which are for construction of a new \$387 million Central Residuals Building. The Central Residuals Building is to be completed in March 2013. The upgrade of the New York City Department of Environmental Protection's (NYCDEP) Newtown Creek WPCP is under a consent order from the U.S. Environmental Protection Agency (U.S. EPA) and the New York State Department of Environmental Conservation (NYSDEC). There are several construction and operational consent order deadlines that must be met during the term of this contract.

Also, as part of the construction management and resident engineering services, we are providing construction management services on:

- Contracts 47 G, E, H, and P for the South Battery Reconstruction and South Control Building
- Contract 50 Newtown Creek Sludge Barging Facilities
- Contract 60 for the Process Wrap-up at Newtown Creek (G and E).

The construction management includes as integral parts of the service, project management over the preparation and review and monitoring of construction schedules; resident engineering inspection services, including the preparation of field change orders and claim records; and processing of Contractors' payments.

Gannett Fleming is leading the scheduling, change order, and document control services for this project. Our lead scheduler and assistant scheduler prepare periodic contractor schedule reviews and updates to NYCDEP.



Client

New York City Department of Environmental Protection

Location

Brooklyn, New York

Completion Date

Ongoing

Construction Cost

Phase 3 Const. Cost: \$1.5 billion

Phase 3 CM Cost: \$80.5 million

Project Construction Manager

Fotios Papamichael, P.E., BCEE

Client Reference

Mr. Kenneth Moriarty

Phone Number 718-595-6238

Prior to contract procurement by NYCDEP, Gannett Fleming also completed constructability review of the Central Residuals Building design and construction documents. The Central Residuals Building consists of secondary screening, grit classification and handling, skimmings handling, waste sludge screening, deodorization, odor control and container handling facilities.

Project Features

Gannett Fleming is providing construction management services for 12 construction contracts to upgrade the Newtown Creek WPCP. Work involves upgrades to the Central Residuals Building and the Newtown Creek sludge barging facilities, modifications to the main building's northwest wing, and reconstruction of the South Battery of aeration and final tanks, and South Control buildings. This project included the following unique features:

- Constructability review of final tank reconstruction Contract 47 and Central Residual Building Contract 41.



Gannett Fleming

Excellence Delivered As Promised

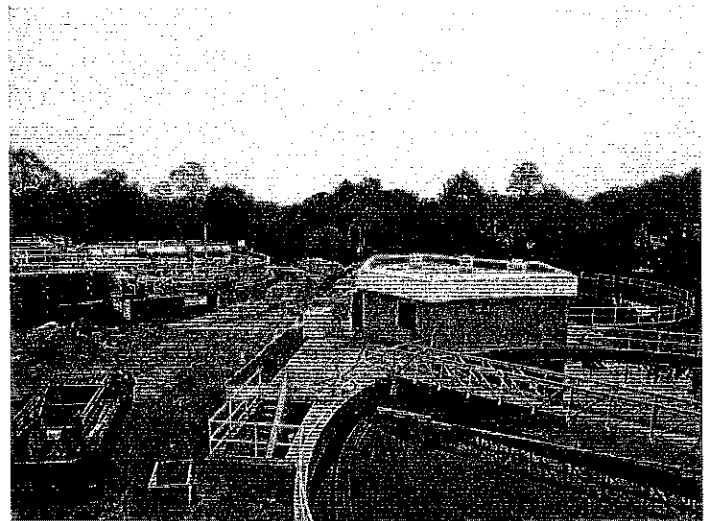
Sewer District No. 21 Wastewater Treatment Plant Improvements Construction Management Services

Gannett Fleming provided construction management services for the Suffolk County Department of Public Works Sewer District No. 21 wastewater treatment plant WWTP improvements. The treatment plant became operational in March 1989 and was designed for an average flow of 2.50 mgd and will be upgraded to 2.80 mgd to accommodate future expansion of SUNY Stony Brook University. As a result of the Long Island Sound initiative, the plant discharge must meet the new York State Department of Environmental Conservation (NYSDEC) SPDES permit limit for effluent total nitrogen of 40 lbs per day by the year 2014.

Improvements to the WWTP include:

- Replace oxidation ditch equipment and provide BNR control system
- New denitrification filter and influent pump station
- New gravity belt thickener
- Replace final clarifier internal components
- Replace gravity thickener internal components
- New odor control system
- New sodium hypochlorite, sodium hydroxide and methanol storage and feed systems
- New RAS/IMLR/WAS Pumping Systems
- New plant-wide supervisory control and data acquisition (SCADA) System
- New emergency generator
- New fire alarm system location
- New HVAC systems and controls
- Removal and disposal of asbestos-containing material.

A carefully planned construction staging schedule was developed and implemented to maintain the WWTP in operation during the construction period.



Client

Suffolk County Department of Public Works

Location

Stony Brook, New York

Completion Date

2015

Construction Cost

\$16 million

Project Construction Manager

Larry Francino, P.E.

Client Reference

Mr. John Donovan, P.E.
631-852-4184

Construction Management Services:

- Full-time Resident Engineer Services
- Conducted monthly job conferences
- Resolution of change orders and construction issues
- Strategic construction planning for phased-in beneficial use
- Start-up testing and acceptance of new equipment
- Final completion inspections
- Submittals of shop drawings and requests for information tracking
- Coordination with design services during construction
- Coordination with plant management and owner's engineering and municipal staff.





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Sewer District No. 21 Effluent Pump Station Improvements Construction Management Services

Gannett Fleming provided construction management services for the Suffolk County Department of Public Works Sewer District No. 21 Effluent Pump Station improvements. The pump station has a capacity of 6.5 mgd and pumps final effluent from the wastewater treatment plant to Port Jefferson Harbor. The pump station consists of two main sewage pumps, one small jockey pump, a two chamber wet well interconnected by a sluice gate and dry well. The pumps are dry pit submersible pumps with variable frequency drives.

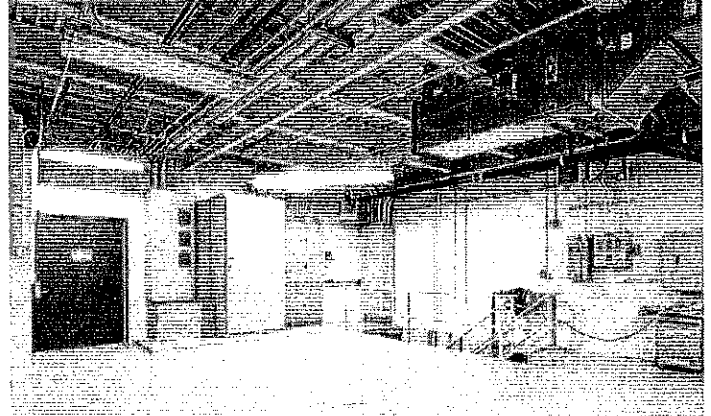
Improvements to the pump station include:

- New 450 kw natural gas fired standby generator with roof-mounted catalytic converter and silencer
- New electrical distribution system for normal and standby power
- New electrical panelboards
- New fire alarm system
- New HVAC systems and controls
- New doors and exterior brick facade repairs
- New roof system with safety railing
- Removal and disposal of asbestos containing material.

A carefully planned construction staging schedule was developed and implemented to maintain the pump station in operation during the construction period.

Construction Management Services:

- Full-time Resident Engineer Services
- Conducted monthly job conferences
- Resolution of change orders and construction issues
- Strategic construction planning for phased-in beneficial use
- Start-up testing and acceptance of new equipment
- Final completion inspections
- Submittals of shop drawings and requests for information tracking
- Coordination with design services during construction
- Coordination with plant management and owner's engineering and municipal staff.



Client

Suffolk County Department of Public Works

Location

Stony Brook, New York

Completion Date

2011

Construction Cost

\$1.3 million

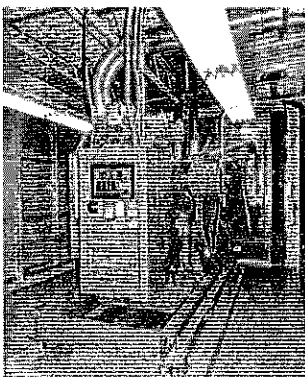
Project Construction Manager

Paul Belard, P.E.

Client Reference

Mr. John Donovan, P.E.

631-852-4184

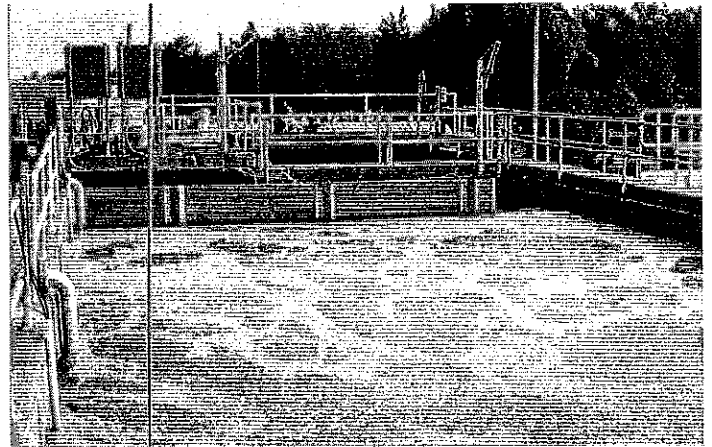




Northport Wastewater Treatment Plant Phase I Upgrades

Gannett Fleming provided design and construction management services for the Phase I improvement upgrades at the Northport Wastewater Treatment Plant. Designated as a National Estuary, Long Island Sound is home to an extensive array of plants and animals, and it serves as a major source of recreation and fisheries. A detailed construction staging plan was implemented to minimize any impacts in water quality in the Sound.

Gannett Fleming utilizes a practical, cost-effective maintenance of plant operations (MOPO) approach, and a true partnership among owner and contractor. This approach maintained the water quality of Northport Harbor and Long Island Sound.



Client

Village of Northport

Location

Northport, New York

Completion Date

December, 2005

Construction Cost

\$4 million

Project Construction Manager

Stephen Hadjiyane, P.E.

Client Reference

Gene Guido
516-261-7502

Upgrade Features

- Utilized Modified Ludzack-Ettinger (MLE) process
- Incorporated new ultraviolet disinfection system
- Involved detailed construction staging plan to meet permit limits during construction
- Seamlessly incorporated upgrades into existing treatment system
- Maximized nitrogen removal capacity of existing plant
- Required minimal operator training

Awards

- Gold Award, 2007, American Council of Engineering Companies of New York

Key Benefits

- No disruption to plant operation

- Allowed plant to operate at design limit and fully comply with permit limits throughout construction
- Satisfied current, and possibly future, discharge requirements
- Allowed Northport Harbor to keep its public beaches open



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Grass Island Wastewater Treatment Plant Process Pumps and Controls Upgrades

Gannett Fleming is providing engineering design services and construction management services for improvements to the Grass Island Wastewater Treatment Plant. The plant is designed for an average flow of 12.5 mgd and a peak flow of 31 mgd. Our firm is providing the design and construction management services for return activated sludge (RAS), waste activated sludge (WAS), and final effluent (FE) pumps, as well as associated control systems upgrades.

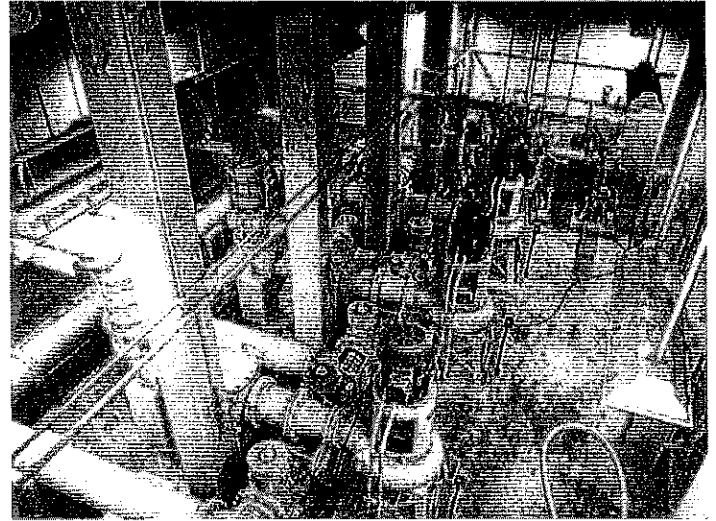
Services Provided

- RAS, WAS, and FE pumps and motors evaluations
- Suction and discharge piping and valves evaluations
- Pumping capacity and operating conditions reviews to confirm pump sizing adequately meets current and future plant requirements
- Electrical/instrumentation designs to integrate new pump controls with the existing Invensys/Foxboro supervisory control and data acquisition (SCADA) system
- Maintenance of plant operations (MOPO) development (for use during construction)
- Construction bid documents preparation
- Construction management
- Resident engineering services.

Project Features

This project includes providing resident engineering; shop drawing review, technical office support and requests for information, special inspection, progress meeting attendance, operations and maintenance manual updates, and record drawings. The project included the following unique features:

- A detailed construction staging plan to maintain operation of critical equipment with temporary electrical drives and controls.
- Resident engineers are MOPO specialists to oversee operation of temporary equipment required to be installed and operated by the contractor.



Client

Town of Greenwich

Location

Greenwich, Connecticut

Completion Date

Ongoing

Construction Cost

\$3.2 million

Project Construction Manager

Fotios Papamichael, P.E., BCEE

Client Reference

Mr. Dwayne Lockwood

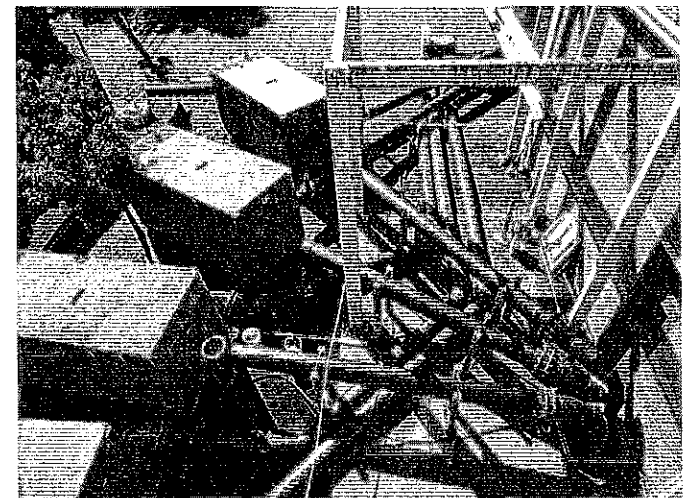
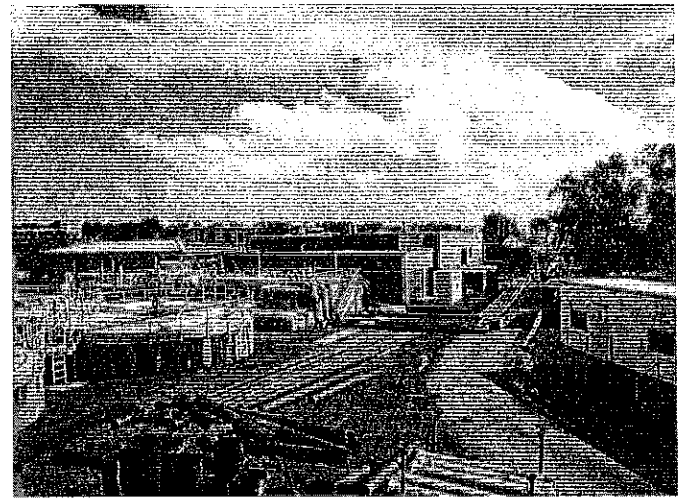
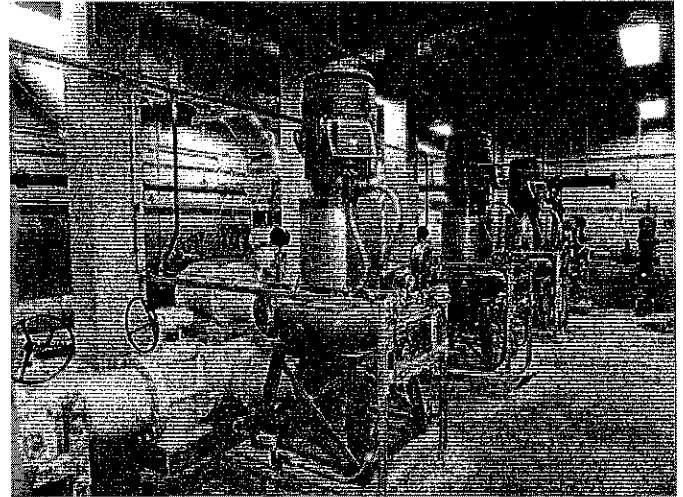
Phone Number: 203-822-0963

- Coordinate temporary bypass pumping system of plant flow during critical replacement of equipment.

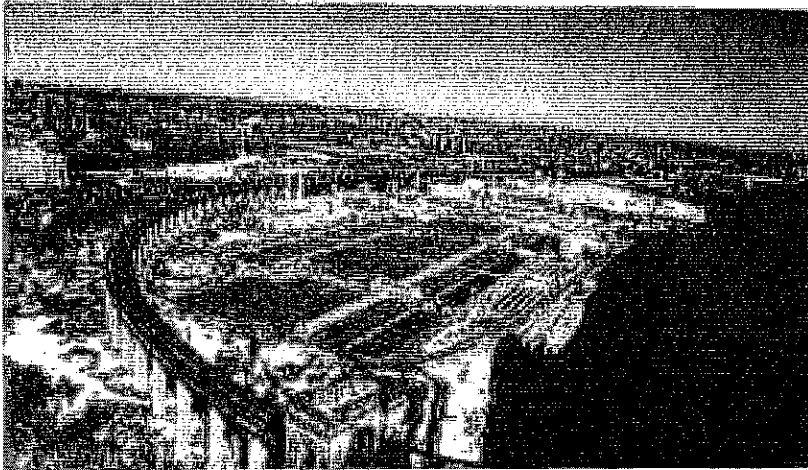
Plant Improvements

- New RAS, WAS, and FE pumps and motors
- New variable frequency drives and pump control panels

- Motor control center and distribution panel replacement (to accommodate new pumps and controllers)
- New pump controls integrated with existing Invensys/Foxboro SCADA system
- New graphic displays incorporated into the existing Foxboro system
- New RAS/WAS magnetic flow meters and transmitters.



Wards Island WWTP Boiler Upgrade



Project Highlights

- Client – NYCDEP/ Kordun Construction
- Health & Safety Plan
- On-Site Safety
- Site Audits
- Air Monitoring

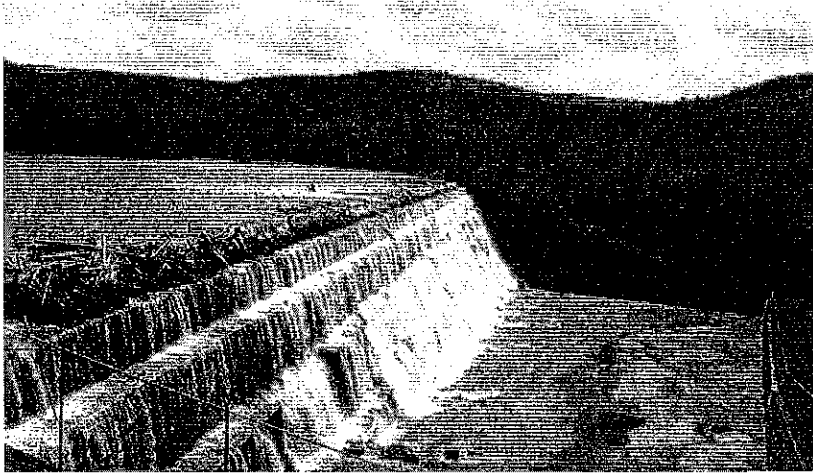
Site Safety Solutions provided Environmental Professional (CIH) services for the project. Including the development of the site-specific health and safety plan, conducting weekly audits, developing job hazard analyses, and remaining on-call to respond to safety questions and concerns as the project progressed.

Site Safety Solutions also provided on-site safety services for Kordun Construction Corporation including a full-time on-site Site Safety Representative to oversee the implementation of the site-specific health and safety plan, conduct air monitoring as necessary, provide training and conduct daily inspections.

Contact:

Albert Mancusi
Kordun Construction
646-372-1043

Gilboa Dam



Project Highlights

- Client - NYCDEP/HAKS
- Project Cost - \$500 million
- Health & Safety Plan
- Training Program
- EHS Compliance Program

GILBOA DAM RECONSTRUCTION

The project scope of work under this contract included: demolition of crest, spillway face, plunge pool and end sill demolition, establishment of erosion and sediment controls including but not limited to check dams and silt fence, placement of gallery slab and drilling foundation drains, drilling and grouting side channel and spillway face anchor bars, placement of mass concrete and installation of under drain system, installation of sheet piling along State Route 990V and installation of cofferdam/causeway upstream around upstream training wall.

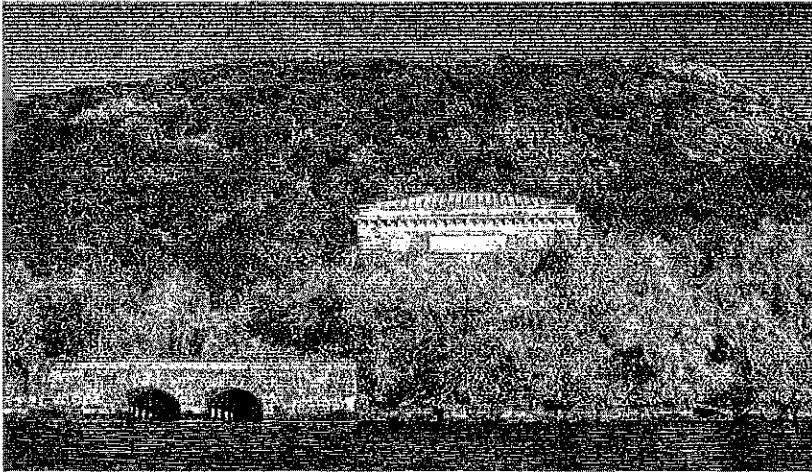
Acting as the Health & Safety Professional/Certified Industrial Hygienist for the Construction Management team, Ms. Birnbaum oversaw safety and environmental compliance during the dam reconstruction which included:

- Preparation of the site-specific health and safety plan and associated job hazard analyses (JHAs) addressing hazards and control measures related to dam demolition, fall hazards into the reservoir, diving, barge work, traffic control, dust control, confined space entry, steep slope slide stabilization operating heavy equipment on steep slopes and control of contamination into the water.
- Participation in the development of the CM EHS Management Plan
- Development of CM (environmental health and safety (EHS) training program

Contact:

John Schweppenheiser, Jr., P.E.
HAKS
607.588.6456

Catskill Aqueduct Inspections



Project Highlight

- Client – NYCDEP/ Hazen & Sawyer P.C., Jenny Engineering Corporation
- Safe Work Plan
- Confined Space
- Emergency Response & Evacuation Plan

SAFE WORK PLANS

Site Safety Solutions developed the Safe Work Plans (SWPs) for inspections of both the Upper Catskill Aqueduct (Bonticou Grade Tunnel) and Lower Catskill Aqueduct (from Hillview Reservoir to Eastview Reservoir). The SWP provided safe work procedures for activities conducted by inspection personnel including identification and coordination of on-site emergency rescue personnel, rescue and safety equipment required on-site, confined space entry procedures, travelling through the tunnel/aqueduct, falls into aqueduct by personnel remaining on surface, contamination of water system, engulfment by water/drowning and lockout/tag-out of the water supply, collapse of structure, ventilation, poor lighting conditions, communication between ground personnel and inspection crews, travelling on slippery road surfaces/driving during poor road conditions, and weight limits on aqueduct surfaces. Biological hazards such as ticks, insects, snakes and poisonous plants were also covered.

Contact:

Kristi Latimer, P.E.
Jenny Engineering Corporation
973.379.6699 ext. 107

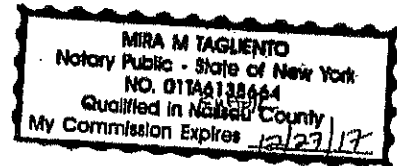
CERTIFICATION

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, Stephen Hadjiyane, 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 6 day of March 2017

Notary Public



Name of submitting business: Gannett Fleming Engineers, PC

By: Stephen Hadjiyane

Print name

Signature

President

Title

3 / 6 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers, PC

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 52-2151596

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

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

Please see attached list of Officers and Directors

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.

James R. Laurita, [REDACTED]

John W. Kovacs, [REDACTED]

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

Gannett Fleming, Inc. and Gannett Fleming Engineers and Architects, PC are both affiliated with

Gannett Fleming Engineers, PC. No employees from Gannett Fleming, Inc. will perform work on this contract.

Employees from Gannett Fleming Engineers and Architects, PC will take part in the performance of this contract.

Please see the attached Vendor Disclosure Form for Gannett Fleming Engineers and Architects, PC.

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):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

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


None

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

Please see the answer to 7a.

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: 3/6/17 Signed: 
Print Name: Stephen Hadjiyane
Title: President

Gannett Fleming Engineers, P.C.

* Laurita, James R - Chairman

Address: [REDACTED]

* Hadjiyane, Stephen - President and Treasurer

Address: [REDACTED]

* Kovacs, John W - Senior Vice President and Secretary

Address: [REDACTED]

Augustin, Lars - Vice President and Assistant Secretary

Address: [REDACTED]

Bartoldus, Doreen M - Vice President

Address: [REDACTED]

Hair, Glen L - Vice President

Address: [REDACTED]

Inyard, Frederick H - Vice President

Address: [REDACTED]

Schweiger, Paul G - Vice President

Address: [REDACTED]

* = Director

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers and Architects, PC

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

2. Entity's Vendor Identification Number: 23-2935505

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

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Professional Corporation ☐ Other (specify)

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

Please see attached list of Officers and Directors.

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.

James R. Laurita,

John W. Kovacs,

Harry T. Osborne,

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.

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc. and Gannett Fleming Engineers, PC.

Gannett Fleming, Inc. will not take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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):

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

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

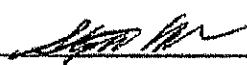
None

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

Please see the answer to 7a.

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: 3/6/17 Signed: 
Print Name: Stephen Hadjiyane
Title: President

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.

**Gannett Fleming Engineers and Architects, P.C.
Officers & Directors**

Name	Title	Home Address	City	State	Zip Code
* Laurita, James R	Chairman and President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Secretary & Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Hair, Glen L		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Kovacs, John W	Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Osborne, Harry T	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Treasurer & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Rikk, Joseph Jr		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barrett, Warren A/II -	Senior Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hoffman, Arthur G Jr.	Assistant Secretary & Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Beauduy, Charles H	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Daley, Thomas P	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gerlach, Stephen B	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hadjiyane, Stephen	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hawtof, Steven I	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Holderbaum, Rodney E	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Inyard, Frederick H	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Kardos, Brian	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Kenny, John R	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
King, Brian	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Link, George S	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
McNamara, Michael T	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Morosky, Donald G	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mulqueen, Bryan P	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Papamichael, Fotios	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Purdy, John D	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pursel, Thomas B	Assistant Secretary & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tulumello, Giuseppe	Assistant Treasurer & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Weber, Mitchell M	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* Director

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2017 (this "Amendment"), 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 Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B120-01M between the County and the Firm, executed on behalf of the County on November 14, 2013, and as extended by extension letter, executed on behalf of the County on September 26, 2016 (the "Original Agreement"), the Firm performed certain services for the County in connection with the Influent Screening Facility Improvements at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 14, 2013, through August 13, 2017 (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-one Thousand Seven Hundred Sixty Four (\$1,351,764) dollars (the "Maximum Amount"); and

WHEREAS, the County and the Firm desire to amend the Original Term and extend the Original Term in order to complete the Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 1"), the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ninety Nine Thousand One Hundred Twenty Three (\$99,123) dollars, so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the amended agreement shall be One Million Four Hundred Fifty Thousand Eight Hundred Eighty Seven (\$1,450,887) dollars (the "Amended Maximum Amount").

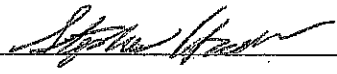
2. Term Extension. The Original Term shall be extended by One (1) year so that the Expiration Date as amended by this Amendment ("Amendment No. 1") shall be August 13, 2018 (the "Amended Term"). The Department, in its sole discretion shall have the right to extend this Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 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.

GANNETT FLEMING ENGINEERS, P.C.

By: 
Name: Stephen Hadjipantos
Title: President
Date: 3/6/17

NASSAU COUNTY

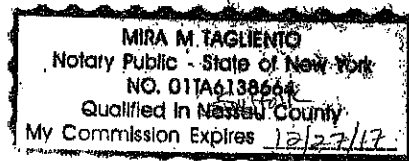
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6 day of March in the year 2017 before me personally came Stephen Hadjiyane to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Gannett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



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

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 3, 2017

SUBJECT: Construction Management Services for Bay Park Sewage Treatment Plant
Influent Screening Facility Improvements
Proposed Amendment No. 1 for Additional Services
Gannett Fleming Engineers, P.C.
Agreement No. S3B120-01M

This Department is requesting approval of an amendment to the above subject agreement to adjust the exiting cost ceiling for Construction Management Services for Gannett Fleming Engineers, P.C. (GF) as outlined in the attached February 10, 2017, proposal. The firm of GF was retained for construction management for the Influent Screening Facility Improvements project at the Bay Park Sewage Treatment Plant.


The costs ceiling increase is based upon projected level of effort (man-hours) for actual staff to be utilized through the period May 1, 2017 to July 31, 2017, in the amount of \$76,248.00. The original construction completion date was November 24, 2016, and the most recent CPM schedule is now projecting completion by May 19, 2017. Accordingly, GF is projecting additional CM services to the end of July 2017 which allows two (2) months for project closeout.

The new costs ceiling is being determined based upon the following:

Existing Cost Ceiling	\$1,351,764
Extra Services	\$ 76,248
New 30% Contingency	\$ 22,875
New Total Cost Ceiling	\$1,450,887

Accordingly, we propose to increase the cost ceiling of existing Agreement No. S3B120-01M by \$99,123.00 to \$1,450,887.00. In addition to the above, the current contract Term, which was extended by letter dated September 26, 2016, expires on August 13, 2017. By this Amendment, we are requesting that the contract term be extended one (1) year to August 13, 2018. Funding for these services is available from Capital Project No. 3B120.

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


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp
Attachment

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

APPROVED:

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

Richard R. Walker
Chief Deputy County Executive

Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2017

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 Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Janice Bolton PHONE (A/C No., Ext.): 717-761-4600, Ext. 3031 FAX (A/C No.): 717-761-6159 E-MAIL ADDRESS: J.Bolton@GunnMowery.com
INSURED Gannett Fleming Engineers, PC 100 Crossways Park West Suite 300 Woodbury NY 11797-2012	INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers' Assoc Ins Co. NAIC # 12262 INSURER B: PA Manufacturers Indemnity Co. 41424 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 760905856

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	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO: JECT <input type="checkbox"/> LOC OTHER:	Y Y	3017012907384A 3017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 <input checked="" type="checkbox"/> COLL. \$1,000	Y Y	1517012907384	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	2017012907384A 2017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - BA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

1008-058782-0030001 Construction Management Services for Bay Park Sewage Treatment Plant Influent Screens Facility Improvements. The following are considered as Additional Insureds for General Liability as per written contract: Nassau County (Il-Woodbury)

CERTIFICATE HOLDER

CANCELLATION 90

NASSAU COUNTY
1550 FRANKLIN AVENUE
MINEOLA NY 11501

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



CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/26/2016

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 this 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 Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME

PHONE

(A/C No. Ext.)

FAX

(A/C No.)

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Lexington Insurance Company

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED 1361922 GANNETT FLEMING ENGINEERS P.C.
100 CROSSWAYS PARK WEST, SUITE 300
WOODBURY NY 11797

COVERAGES

CERTIFICATE NUMBER: 12514195

REVISION NUMBER: XXXXXXXX

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.

INSTR	TYPE OF INSURANCE	ADDL	INSUR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CTR		INRD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (EA occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
	GENL. AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ XXXXXXXX
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE \$ XXXXXXXX
	OTHER:						PRODUCTS - COMP/OP AGG \$ XXXXXXXX
							\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXXX
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	SCHEDULED AUTOS						\$ XXXXXXXX
	NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						\$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)						E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020728848	6/1/2016	6/1/2017	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1005-058762-0030001 Construction Management Services for Bay Park Sewage Treatment Plant Influent Screena Facility Improvements. (It-Woodbury)

CERTIFICATE HOLDER

12514195
NASSAU COUNTY
1550 FRANKLIN AVENUE
MINEOLA NY 11501

CANCELLATION

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Stephen Hadjiyane

Name and Title of Authorized Representative

m/d/yy


Signature

3/6/17
Date

Gannett Fleming Engineers, P.C.

Name of Organization

100 Crossways Park West, Suite 300 Woodbury, NY 11797

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.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT AND CONTRACTOR EVALUATION FORM

Contract No.: S3B120-01M Number of Prime Contracts: n/a

Contract Desc: Construction Management Services for Bay Park Influent Screening Facility Improvements

Contract Type: Personal Services Construction Management Contract Amt: \$1,450,887.00

Firm's Name: Gannett Fleming Engineers, P.C. Vendor I.D.: 52-2151596

Address: Suite 300, 100 Crossways Park West, Woodbury, NY 11797

Contract Completion Date: Active Contract

Evaluate: [Good (G); Satisfactory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	<u>G</u>	Physical Facilities	<u>n/a</u>
Reliability	<u>G</u>	Technical Ability	<u>G</u>
Accountability	<u>G</u>	Record Keeping	<u>G</u>
Achieving Schedule	<u>G</u>	Cooperation	<u>G</u>
Substitution of Materials	<u>n/a</u>	Supervision	<u>G</u>
Attendance at Meetings	<u>G</u>	Organization	<u>G</u>
Litigation (Y/N)	<u>N</u>	Adequacy of Personnel	<u>G</u>
Compliance with Contract	<u>G</u>	Safety Compliance	<u>G</u>
		Overall Performance	<u>G</u>

Comments (Mandatory for U Ratings) _____

Rated by: Damon Urso

Title: Sanitary Engineer III

Date: March 7, 2017

Redacted Copy

CFPW13000019

Contract ID#: S3B120-01MDepartment: Public Works**CF** (Capital)**E-181-13****Contract Details**NIFS ID #: CFPW13000019NIFS Entry Date: 8/26/13 Term: from commencement to 33 mos later

SERVICE: Construction Management

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

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

Agency Information

Vendor	
Name Gannett Fleming Engineers, P.C.	Vendor ID# 522151596
Address 100 Crossways Park West Suite 300 Woodbury, N.Y. 11797	Contact Person Fotios Papamichael
	Phone 516-364-4140

County Department
Department Contact Richard Webber
Address 1194 Prospect Ave Westbury, NY 11590
Phone 571-6811

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	8/29/13	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/29/13	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	8/29/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
8/29/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/29/13	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/29/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/30/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>	8/30/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	8/30/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11/14/13	<i>[Signature]</i>	

Contract ID#: _____



Department: _____

Contract Summary

Description: Construction Management (CM) Services Agreement: Environmental Construction Group
Purpose: Agreement to provide Construction Management Services to the Department's Environmental Construction Group for the Bay Park Influent Screening Facility Improvements project S3B120-01M.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in April, 2013, with technical proposals received on May 24, 2013. Eight (8) firms responded to this RFP. All of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County).
Description of General Provisions: This Agreement provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, evaluation of contractor claims, constructability review and other construction related services.
Impact on Funding / Price Analysis: Funding for the services to be provided under this agreement will come from capital project 3B120. Gannett Fleming Engineers, P.C., proposed a fee of \$1,126,470. This fee was determined to be fair and reasonable. This thirty three (33) month agreement has a maximum payment limitation of \$1,351,764. See below
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B120
Resp:	000
Object:	0003
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital CSW 3B120	\$ 1,351,764
Other	\$
TOTAL	\$ 1,351,764

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/3B120/000/0003	\$ 1,351,764
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$ 1,351,764

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Richard Webber

Date: 8/14/13

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>[Signature]</i>	
Name: <i>Michael S. Cohen</i>		Name: <i>[Signature]</i>		Date: <i>10/14/13</i>	
Date: <i>10/25/2013</i>		Date: <i>10/23/13</i>		E #:	

F181-13

RULES RESOLUTION NO. ²⁵⁸2013

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 GANNETT
FLEMING ENGINEERS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9 - 8 - 13
VOTING:
ayes 7 nays 2 abstained 2 recused 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement
with Gannett Fleming Engineers, P.C., to provide construction management
services to the department's environmental construction group for the Bay
Park Influent Screening Facility Improvements project, 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 Gannett Fleming Engineers, P.C.

RULES RESOLUTION NO. -- 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
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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: Gannett Fleming Engineers, P.C.

**CONTRACTOR ADDRESS: 100 Crossways Park Drive West
Suite 300
Woodbury, NY 11797**

FEDERAL TAX ID #: 522151596

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

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

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

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

The contract was originally executed by Nassau County on October 2, 2009. 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 evaluation of proposals. Please see the attached Staff Summary and attachments for further details.

IV. (X) 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.

(X) 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 been₂ initiated. Attached is a memorandum that explains

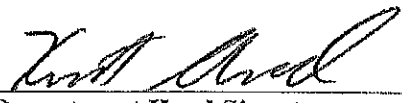
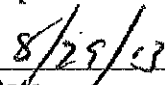
the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy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

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

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

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

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


Department Head Signature

Date

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

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

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

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

☐ RFQ

☒ RFP

☐ REBC

Project No: 3B120-01M

Project Title: Bay Park Influent Screening Facilities Replacement

Department: Public Works

Date: September 12, 2012

Project Manager: Richard A. Webber, Sanitary Engineer IV

Service Requested: An Agreement with a qualified firm to provide Construction Management (CM) Services for the Bay Park Influent Screening Facilities Replacement Project (3B120).

Justification: This Agreement will provide additional staffing to supplement our current CM Staff to ensure that the required Management, Inspection, and Scheduling Services are available during the construction phase of this Project

Estimated Agreement Cost: \$1,400,000 (30 month duration)

Date RFP Due: October, 2012

Department Head Approval:

☒ YES

☐ NO

Sh. Le. S. L. O.

SIGNATURE

CDCE/Ops Approval:

☐ YES

☐ NO

[Signature]

SIGNATURE

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

Vender	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

CDCE/Ops Approval:

YES

NO

Signature _____

SSG:RM:lmn

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

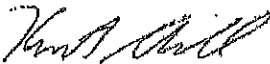
DATE: September 7, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: S3B120-01M

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

1. DPW plans to recommend a contract/agreement for the following services: Construction Management (CM) services for the Bay Park Influent Screens Facilities Improvements.
2. The work involves the following: Provide resident engineers, inspectors, schedulers, estimators, office engineers and construction related engineering services for the subject contract which is being managed by the DPW's Construction Management Unit Environmental Construction Group.
3. An estimate of the cost is: \$1,400,000
4. An estimate of the duration is: Thirty (30) months

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


Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:pl

- c: Daniel Schor, Director, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV ✓
James M. Gallagher, Assistant Superintendent of Water Supply
Jonathan Lesman, Management Analyst II



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: July 29, 2013

SUBJECT: Bay Park Influent Screening Facilities Improvements
Selection of Firm for Construction Management Services
Project Number: 3B120-01

This Department intends to procure construction management services, through a personal service agreement, for construction management (CM) services for the Bay Park Influent Screening Facilities Improvement project. Services shall include a full-time resident engineer, inspection, office engineer, critical path method (CPM) scheduling, PLA administration, cost estimating and constructability review.

Requests for Proposals (RFPs) were advertised to provide construction management services for the subject. Proposals from eight (8) firms were received on May 24, 2013. The technical proposals were evaluated by Rakhal Maitra, P.E., Richard P. Millet, Kenneth G. Arnold, P.E., Richard A. Webber, P.E., and James Gallagher, with the results of the technical ratings, as well as the proposed costs, as follows:

Firms Name	Rank	Rating	Proposed Cost	Adjusted Cost
w/contingency				
Gannett Fleming	1	93.2	\$1,126,470	\$1,351,764
D&B	2	89.8	\$1,673,000	\$2,007,600
LiRo	3	88.6	\$1,158,931	\$1,390,717
LKB	4	86.6	\$1,494,016	\$1,792,819
deBruin	5	81.4	\$1,452,214	\$1,742,657
HAKS	6	78.2	\$1,369,230	\$1,643,076
Primer	7	61.2	\$1,554,367	\$1,865,240
Lee Michaels	8	*	*	*
non-responsive				

The costs above, with contingencies added, represent the final cost to perform the work associated with our RFP. As Gannett Fleming was the highest rank firm but not the lowest cost, we negotiated and asked them for their best possible cost.



Richard R. Walker, Chief Deputy County Executive

July 29, 2013

Page two

Re: Bay Park Influent Screening Facilities Improvements
Selection of Firm for Construction Management Services
Project Number: 3B120-01

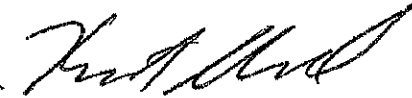
The firm lowered their cost from \$1,491,421.00 to \$1,351,764.00 resulting in the lowest cost overall. Gannett Fleming submitted an outstanding RFP which indicated a firm knowledge of the intricacies of a project of this size at a sewage treatment plant.

In our professional judgment, we contend that Gannett Fleming's proposal is the best value to Nassau County being the highest ranked technically and second lowest cost. Therefore, we recommend proceeding with a Personal Service Agreement with Gannett Fleming for \$1,351,764.00 to provide Construction Management Services for the Bay Park Influent Screening Facility Improvements project.

The funding for these professional services is available under Capital Project 3B120.

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.



Shila Shah-Gavnoudias
Commissioner

SSG:RM:lal

c: Rakhal Maitra, Deputy Commissioner
Richard P. Millet, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Waste Water Engineering Unit
Richard A. Webber, Sanitary Engineer IV
James Gallagher, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst II

APPROVED:

DISAPPROVED:


8/2/13

Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker Date
Chief Deputy County Executive

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

1. Name of Firm: Gannett Fleming Engineers, P.C.
Address: 100 Crossways Park West, Suite 300
City and State: Woodbury, NY Zip Code 11797
2. Firm's Vendor Identification Number: 52-215-1596
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ P.C. ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
See Attached Sheet
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
See Attached Sheet
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
Gannett Fleming, Inc, (See Separate Disclosure)
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 8/23/13

Signed: Fotis Papamichael

Print Name: Fotis Papamichael, P.E. BCEE

Title: President

Gannett Fleming Engineers, P.C.
Officers and Directors as of 06/23/2011

* James R. Laurita, Chairman

[REDACTED]

* Fotios Papamichael, President and Treasurer

[REDACTED]

* Chester L. Allen, Assistant Secretary

[REDACTED]

Robert E. Adamski, Vice President

[REDACTED]

Stephen Hadjiyane, Vice President and Secretary

[REDACTED]

Frederick H. Inyard, Vice President

[REDACTED]

Gary A. Rozmus, Vice President and Assistant Secretary

[REDACTED]

Vincent J. Frisina, Vice President

[REDACTED]

Jeffrey G. Butler, Vice President

[REDACTED]

* Director

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

1. Name of Firm: Gannett Fleming, Inc. (Affiliated Company)
Address: 207 Senate Avenue
City and State: Camp Hill, PA Zip Code 17011
2. Firm's Vendor Identification Number: 25-161-3591
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ INC. ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
See Attached Sheet
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
See Attached Sheet
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 8/23/13

Signed: 

Print Name: Fotios Papamichael, P.E. BCEE

Title: Vice President

Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affiliates, Inc. Stockholders and GF Inc Senior Associates

Allen, Chester L
Allis, William W
Augustin, Lars
Averso, Martha J
Ayyaswami, Arul
Bailey, Christopher S
Barrett, Warren A
Beauduy, Charles H
Botchie, Joseph G
Brenize, Brett A
Buchheit, John A
Butler, Jeffrey G
Campanella, George R
Cejas, Carlos M
Cook, John W
Cross, Richard
Derr, John A
Derr, Mary Anne S
Dougherty, John V
Downs, Terry L
Dreese, Trent L
Durkee, Dean B
Dziedziak, James M
Gerlach, Stephen B
Gibbons, Susan F
Glatfelter, Dale R
Goncz, Daniel J
Gonzalez, Naldo
Guttman, Kenneth T
Hadjlyane, Stephen
Hair, Glen L
Hamlet, David A
Hansen, David P
Hart, Daniel C
Hawtof, Steven I
Herbert, Paul R
Hoffmann, Arthur G
Holderbaum, Rodney E
Hricak, Judy L
Hughes, R Scott
Jager, Ronald A
Johnson, Darryl H
Johnson, Mark D
Kauffman, Sheldon S
Kemper, Richard C
Kenny, John R
Keno, Aaron D
Kessler, Jon H
Kline, Robert A



Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affiliates, Inc. Stockholders and GF Inc Senior Associates

Knepp, Lynn E
Knight, Michael A
Koontz, Gene C
Kovacs, John W
Kozel, David M
Krebs, Christopher D
Kugle, Dennis F
Laurita, James R
Lech, John J
Leech, Thomas G
Leins, Ronald N
Lewis, Paul J
MacAllister, Michael A
Matthews, Robert B
McGinnis, Esther M
McLemore, Barbara R
McNamara, Michael T
Metil, Mark
Milakovic, Gregory
Morgan, Michael A
Morosky, Donald G
Mostoller, Derek J
Mouradian, Ara G
Mullins, Keith R
Mulqueen, Bryan P
Norris, Charles R
Nowicki, Paul D
Osborne, Harry T
Papamichael, Fotlos
Pietropola, Anthony J
Pilwallis, Mark M
Plumpton, William M
Pollack, Jonathan
Purdy, John D
Pursel, Thomas B
Raffensperger, Jeffrey L
Rebele, Leo M
Rhine, Scott N
Rikk, Joseph
Ross, Mary C
Salhotra, Atul M
Samean, John F
Savidge, Roderick A
Scaer, Robert M
Schlemer, Matthew J
Schreier, Ronald D
Schweiger, Paul G
Shadan, Kambiz F
Shantz, Terry A



Answers to Question #4 and Question #5 of Vendor Disclosure

Gannett Fleming Affiliates, Inc. Stockholders and GF Inc Senior Associates

Sibley, Scott W
Spanos, John J
Stanley, Robert M
Stout, William M
Sung, Myung-Hak
Switala, Kevin J
Taylor, Robert J
Thomas, David B
Ulrich, Robert J
Updegraff, Karl F
Veydt, D Eric
Weiss, David W
Welch, Patrick J
Wesdock, Brendan J
Whitson, Cyrille R
Wilson, David B
Wilson, David H
Woyden, Edward L
Yen, Chen-Yu
Zeevaart, Scott W
Zieber, Scott F
Zink, Thomas G



CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 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) Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York 11797 (the "Firm" or "Contractor").

WITNESSETH:

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

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

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

1. Term.

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the thirty third (33rd) month anniversary of 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 one 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.

2. Services.

(a) The services to be provided by the Firm under this Agreement shall be for construction management services for Bay Park Sewage Treatment Plant Influent Screens Facility Improvements and shall consist of those specific work divisions and deliverables as enumerated 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. 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) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items 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, and (ii) subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

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

(5) Reproduction of design development and construction document drawings, specifications, 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 part hereof as Exhibit "B" and Section 2(c) of this Agreement. Notwithstanding the foregoing, the maximum amount to be paid for the Firm's services under this Agreement, including any Extra Services and reimbursements that may so be authorized, shall not exceed One Million Three Hundred Fifty One Thousand Seven Hundred Sixty four (\$1,351,764) dollars.

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

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the 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.

(e) 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 "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, 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 Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the 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, may constitute 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 Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, 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 the 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 the County.

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

(c) The Firm shall, and shall cause 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) 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; Subcontractors. 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 subcontractor 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 therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing

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

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

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

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

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

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

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed

inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. 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 ventures 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 Contractor is comprised of more than one legal entity or any group of

partners or joint ventures associated for the purposes of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

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

GANNETT FLEMING ENGINEERS, P.C.

By: 

Name: Fotios Papamichael

Title: President

Date: August 23, 2013

NASSAU COUNTY

By: 

Name: Richard E. Walker

Title: County Executive

☐ Deputy County Executive

Date: 11/14/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23 day of August in the year 2013 before me personally came Fotis Papamichael to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Gannett Fleming Engineers P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Mira M. Tagliento
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of November in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01P20215028
Qualified in Nassau County
Commission Expires April 02, 2016

Exhibit "A"

DETAILED SCOPE OF SERVICES

The FIRM shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

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 30 months. The Construction Manager ("CM") should include one (1) month of pre-construction duties and two (2) months of post-construction duties in their proposal.

General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. This project is being built under a Project Labor Agreement (PLA) using a single prime Construction Contractor ("CC"). Therefore, the CM is required to perform as the PLA administrator of Nassau County's Master Project Labor Agreement as amended for this project. 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). 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 FIRM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

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

Quality Assurance - The FIRM 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, Design Engineer, and CC, as applicable, 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 CC shall prepare the Master Construction Schedule (baseline) and monthly updates. This Schedule shall be prepared using the critical path method (CPM) and Primavera P3 (or later version) software as approved, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The schedule shall be cost and resource loaded by the CC. The CM is responsible for monitoring accuracy and completeness of the CPM Schedule, to review Baseline and updates, analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for detailed review of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading and acceptance. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead schedules from the Master Schedule and augment same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review, in a timely manner as per contract specifications. Subsequent to each monthly update, the CM shall prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery by CC.

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, the CC's trade 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, 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 contract, 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 Design Engineer, or others, bring such matters promptly to the attention of the County for resolution. The CM shall monitor the progress in such a manner as to complete the project within the schedule and budget, on behalf of Nassau County.

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 by the CM for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, change orders, CC 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 Design Engineer for review and approval; within 48 hours of

receipt by CM of CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC and is responsible for documenting acceptability and the transfer of these items to Plant Operations.

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. All payments shall be based on the cost loaded CPM schedule and CM shall be responsible for certifying such payments.

Meetings - Schedule and conduct regular weekly job progress meetings with the CC, the Design Engineer, the County, and others, where necessary 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/or the Design Engineer. 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 CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Plant and Construction personnel. The CM shall not have control over or charge of the Work and the CM shall not be responsible for 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. The CM must review the CC safety program and inform the Department of its adequacy.

Changes - The CM shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review 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 Design Engineer'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, 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 Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work, and monitor the completion/correction.

Field Office - The CM will be provided space at the Bay Park Sewage Treatment Plant for use as temporary offices, during the construction phase. This will either be on the 2nd floor of the Administration Building and/or in field trailers located on site. All CM's office equipment and supplies, including, but not limited to 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. Telephone service and up to 2 lines and telephones will be provided to the CM for exclusive use on this project, by the County.

Construction and Pre and Post-Construction Phase Services

Constructability review --As soon as the CM agreement is executed, the CM is to perform a full constructability review of the contract documents to, at the very least, identify inconsistencies between spec sections/disciplines, as well as identify inconsistencies between plans and specs for the purpose of reducing change orders. Depending upon the timing of awarding this CM contract as it relates to bidding the actual contract, the plans and specifications may have already been bid and/or the construction contract awarded. Nonetheless, a constructability review is to be performed.

Contract Closeout - Conduct final inspections with Design Engineer and the County, at the completion of each phase of the project, and prepare detailed punch lists (observed discrepancies, 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 CC 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 Design Engineer for the preparation of record drawings. THE COUNTY RESERVES THE RIGHT TO REQUIRE THE CM TO DIGITIZE CONTRACT CLOSEOUT DOCUMENTS IN A FORMAT NOT YET CHOSEN. COMPENSATION WILL BE BASED UPON THE EXTRA SERVICES SECTION OF THE AGREEMENT. Schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

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 Design Engineer for interpretation. Confer with the Design Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute,

whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer'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 Design Engineer.

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:

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 not exceed One Million Three Hundred Fifty One Thousand Seven Hundred Sixty Four dollars (\$1,351,764)

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two five (2.25).

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

The FIRM shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

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



GANNETT FLEMING ENGINEERS, P.C.
100 Crossways Park West
Suite 300
Woodbury, NY 11797

Office: (516) 364-4140
Fax: (516) 921-1565
Internet: www.gannettfleming.com

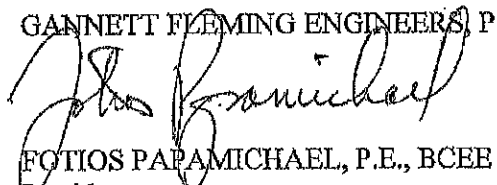
Maximum Hourly Wage Rates

Maximum hourly wage rates by job classification are:

<i>Job Classification</i>	<i>Max Wage Rate/hr</i>
Construction Manager	\$ 105.00
Resident Engineer	\$ 72.00
Office Engineer	\$ 43.00
Project Controls/Scheduler	\$ 71.00
Civil Mechanical Inspector	\$ 49.00
Electrical/I&C Inspection	\$ 49.00
Cost Engineer	\$ 62.00
Health and Safety CSP	\$ 80.00
Health and Safety Field	\$ 45.00

Sincerely,

GANNETT FLEMING ENGINEERS, P.C.


FOTIOS PAPAMICHAEL, P.E., BCEE
President

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

must submit Documentation.

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be

Included with the Best Effort Documentation

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

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

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

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

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:

Fotios Papamichael (Name)

100 Crossways Park West, Ste. 300 Woodbury, NY 11797 (Address)

516-364-4140 (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 x 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 x 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.

8/23/13
Dated _____

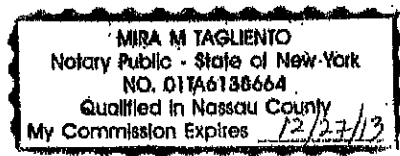
Fotios Papamichael
Signature of Chief Executive Officer

Fotios Papamichael
Name of Chief Executive Officer

Sworn to before me this

23rd day of August, 2013.

Mira M Tagliento
Notary Public



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

September 26, 2016

Stephen Hadjiyane, Vice President
Gannett Fleming Engineers, P.C.
100 Crossways Park Drive West, Suite 300
Woodbury, New York 11797

Re: Bay Park Sewage Treatment Plant
Improvements to the Influent Screening Facility
Construction Management Services
Agreement No.S3B120-01M
Extension of Time Request

Dear Mr. Hadjiyane:

We are in receipt of your attached letter dated August 17, 2016 requesting a one (1) year time extension for the above referenced contract. The term of the subject agreement was thirty-three (33) months commencing on November 14, 2013 and terminating on August 13, 2016. By mutual agreement both Nassau County and Gannett Fleming Engineers, P.C., agree to extend the agreement for one (1) year to August 13, 2017. You are hereby advised that an extension of time for construction management services is granted to **August 13, 2017**. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Damon Urso of this office at 571-7534.

Very truly yours,

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

Richard P. Millet
Chief Deputy Commissioner of Public Works

RPM:KGA:JLD:rp
Attachment

c: Shila Shah-Gavnaudias, Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon Urso, Sanitary Engineer III
Doreen Bartoldus, Gannett Fleming Engineers
Kathleen Voskerijian, Comptroller's Office