



Certified:

**E-68-21**

Filed with the Clerk of the  
Nassau County Legislature  
April 28, 2021 10:20am

**NIFS ID:CLPW21000012 Department: Public Works**

**Capital: X**

SERVICE: Amend 2-Family & Matrimonial Ct-Ph II-DS-B90632-02C

Contract ID #:CFPW17000013

NIFS Entry Date: 30-MAR-21

Term: from to

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

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

|   |                            |
|---|----------------------------|
| <b>Vendor Info:</b>                                       |                            |
| Name: <b>SpectorGroup 11, LLP</b>                         | Vendor ID#: [REDACTED]     |
| Address: 220 Crossways Park Drive West Woodbury, NY 11797 | Contact Person: [REDACTED] |
|   | Phone: [REDACTED]          |

|   |
|---|
| <b>Department:</b>  |
| Contact Name: Robert LaBaw  |
| Address: NCDPW<br>1194 Prospect Avenue<br>Westbury, NY 11590<br>Phone: 516-571-6812 |

## Routing Slip

|              |                           |                         |
|--------------|---------------------------|-------------------------|
| Department   | NIFS Entry: X             | 01-APR-21 -- LDIONISIO  |
| Department   | NIFS Approval: X          | 02-APR-21 -- KARNOLD    |
| DPW          | Capital Fund Approved: X  | 02-APR-21 -- KARNOLD    |
| OMB          | NIFA Approval: X          | 15-APR-21 -- CNOLAN     |
| OMB          | NIFS Approval: X          | 08-APR-21 -- NGUMIENIAK |
| County Atty. | Insurance Verification: X | 02-APR-21 -- AAMATO     |
| County Atty. | Approval to Form: X       | 05-APR-21 -- NSARANDIS  |

|                     |                           |                                |
|---------------------|---------------------------|--------------------------------|
| <b>CPO</b>          | <b>Approval: X</b>        | <b>19-APR-21 -- KOHAGEN</b>    |
| <b>DCEC</b>         | <b>Approval: X</b>        | <b>19-APR-21 -- JCHIARA</b>    |
| <b>Dep. CE</b>      | <b>Approval: X</b>        | <b>19-APR-21 -- BSCHNEIDER</b> |
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>28-APR-21 -- JSCHANTZ</b>   |
| <b>Legislature</b>  | <b>Approval:</b>          |                                |
| <b>Comptroller</b>  | <b>Deputy:</b>            |                                |
| <b>NIFA</b>         | <b>NIFA Approval:</b>     |                                |

## Contract Summary

|  |
|--|
| <b>Purpose:</b> This is an amendment to an agreement with Spector Group LLP for additional time and funds to prepare architectural and engineering services for the construction of Phase 2 of the new Family and Matrimonial Court, as well as continuation of services for Phase 1 including review of submittal and drawings, providing responses to RFI's and site visits and project meetings.  |
| <b>Method of Procurement:</b> RFP issued 1/13/2017 - 7 proposals were received   |
| <b>Procurement History:</b> Solicitations advertised (NYS Contract Reporter, Newsday and eProcure) 01/13/2017. Responses received from seven (7) firms.  |
| <b>Description of General Provisions:</b> Spector Group LLP will continue to administer construction administration services for the continuation of Phase 1, provide construction administration of Phase 2, design of the Entrance Canopy, coordination of work relating the new Family Justice Center, along with other services.   |
| <b>Impact on Funding / Price Analysis:</b> This amendment (amendment #2) will add a maximum of \$747,300.00. Included in this amount is a 20% contingency for reimbursable expenses, or unforeseen or unspecified work needed to meet the scope of work. The new total maximum contract amount is Five Million Six Hundred Fifty-Eight Thousand Three Hundred Dollars (\$5,658,300.00). Funding will be provided thru Capital Project No. 90632.   |
| <b>Change in Contract from Prior Procurement:</b> Amendment #2 will add Seven Hundred Forty-Seven Thousand Three Hundred Dollars (\$747,300.00) to replenish funds previously reallocated from the Construction Administration portion of the Phase 2 work, continuation of Phase 1 Construction Administration services, Entrance Canopy Design, Coordination with the Family Justice Center, and interim fee adjustments per contract. Included in this amount is a 20% contingency for reimbursable expenses, or unforeseen or unspecified work needed to meet the Scope of Work. |
| <b>Recommendation: (approve as submitted)</b> Approve as Submitted.  |

## Advisement Information

| BUDGET CODES   |       | FUNDING SOURCE | AMOUNT               | LINE | INDEX/OBJECT CODE       | AMOUNT               |
|----------------|-------|----------------|----------------------|------|-------------------------|----------------------|
| Fund:          | CAP   |                |                      |      |                         |                      |
| Control:       | 90    | Revenue        |                      | 3    | PWCAPCAP/90632/0002/002 | \$ 747,300.00        |
| Resp:          | 632   | Contract:      |                      |      |                         |                      |
| Object:        | 00002 | County         | \$ 0.00              |      |                         | \$ 0.00              |
| Transaction:   | CL    | Federal        | \$ 0.00              |      |                         | \$ 0.00              |
| Project #:     | 90632 | State          | \$ 0.00              |      |                         | \$ 0.00              |
| Detail:        | 002   | Capital        | \$ 747,300.00        |      |                         | \$ 0.00              |
|                |       | Other          | \$ 0.00              |      |                         | \$ 0.00              |
|                |       | <b>TOTAL</b>   | <b>\$ 747,300.00</b> |      | <b>TOTAL</b>            | <b>\$ 747,300.00</b> |
| <b>RENEWAL</b> |       |                |                      |      |                         |                      |

[illegible]

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTOR GROUP II LLP D/B/A SPECTOR GROUP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Spector Group II LLP d/b/a Spector Group to provide architectural/engineering services in connection with the construction of Phase 2 of the Nassau County Family and Matrimonial Court, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Spector Group II LLP d/b/a Spector Group.



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

**1. Vendor:** Spector Group

**2. Dollar amount requiring NIFA approval:** \$747300

**Amount to be encumbered:** \$747300

This is a Amendment

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

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

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

**3. Contract Term: From NTP to completion of construction**

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: Issues needed to be addressed in timely manner to avoid the potential of County liability associated with delay claims from the contractor

**4. Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

To continue engagement of the firm to prepare construction documents for the work associated with Phase 2 of the Family and Matrimonial Court project.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

| Contract ID | Date | Amount |
|-------------|------|--------|
|             |      |        |

## AUTHORIZATION

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

CNOLAN

15-APR-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

## AMENDMENT No. 2

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and 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) Spector Group II LLP dba Spector Group (referred to as "Spector Group" in the Original Agreement) (the "Firm") having its principal office at 220 Crossways Park Drive West, Woodbury, New York 11797.

### WITNESSETH:

WHEREAS, pursuant to County contract number B90632-02C between the County and the Firm, executed on behalf of the County on August 24, 2017 (the "Original Agreement"), amended on December 18, 2019 (Amendment No. 1), the Firm is performing architectural/engineering services for the County in connection with the construction of Phase 2 of the new Family and Matrimonial Court, 101 County Seat Drive, Mineola, NY, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, Exhibit "A"); and;

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

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

### ARTICLE I General

1.1 Recitals. The recitals are specifically incorporated into the body of this Amendment and shall be binding upon the parties hereto.

1.2 Defined Terms. Unless expressly set forth to the contrary and except as modified by this Amendment, all capitalized or defined terms shall have the meanings ascribed to them in the Prior Agreement.

### ARTICLE II Modifications to Prior Agreement

Effective as of the date hereof, the Prior Agreement is and shall be modified and amended as follows:

1. Term. The term, previously extended by letter to August 24, 2022, is hereby extended through the completion of the construction of Family and Matrimonial Court Phase 2.

2.1 Payment. Section 3, paragraph A of the Agreement is modified as follows:

3. Payment.

- (a) Amended Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement as amended by attached "Exhibit C", including any extra services that may be so authorized, shall be **Five Million Six Hundred Fifty-Eight Thousand Three Hundred Dollars (\$5,658,300.00)** which includes the Scope of Work defined in the original Agreement, Amendment No.1, and the itemized Extra Services outlined in the "Payment Schedule" attached hereto and made part hereof of as "Exhibit C".

2.2 The following paragraphs are added to Payment Section 3, of the prior agreement:

- (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- (e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.




ARTICLE III  
Ratification

3.1 Ratification. The parties to this Agreement hereby ratify and confirm all of the terms, covenants, and conditions of the Prior Agreement, except to the extent that those terms, covenants and conditions are amended, modified or varied by this Agreement. If there is a conflict between the provisions of the Prior Agreement and the provisions of this Amendment, the provisions of this amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM

By:   
Name: Mary Spence  
Title: Pres  
Date: 1.26.2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK



EXHIBIT C  
Family and Matrimonial Court – Phase 2  
Payment Schedule

Payment to the Firm for all services as enumerated below, shall be in addition to those enumerated and described in Original Agreement, and shall be made as follows:

Extra Services

1.1 Extra Services

- A. As was assigned by the County, the Firm will be required to perform continued Phase 1 Construction Administration services on the project including: review of submittals and shop drawings, providing responses to contractor RFI's, and site visits / project meetings at a cost of Forty-Two Thousand Dollars (\$42,000).
- B. Entrance Canopy Design and preparation of construction documents relating to the Entrance Canopy - not to exceed Thirty-Five Thousand Dollars (\$35,000).
- C. Coordination of work relating to the new Family Justice Center - not exceed Ninety-Four Thousand Three Hundred Dollars (\$94,300).
- D. The Firm's fee for services shall continue to be paid in monthly installments. The amount of each partial monthly payment shall be determined by the percentage of the Firm's work completed for each phase, as approved by the Commissioner.
- E. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the Section "Extra Services or Additional Costs" of the original agreement.

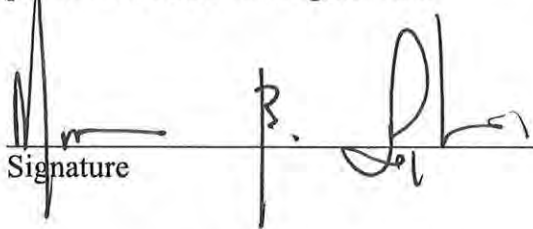
The "Amount of Consideration" shall be modified to increase the fee by **Seven Hundred Forty-Seven Thousand Three Hundred Dollars (\$747,300.00), which will include a 20% contingency**, to replenish funds previously reallocated from the Construction Administration portion of the Phase 2 work, continuation of Phase 1 Construction Administration services, Entrance Canopy Design, Coordination with the Family Justice Center, and Interim fee adjustments per contract, reimbursable expenses, or unforeseen or unspecified work needed to meet the Scope of Work.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies

and covenants that:

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

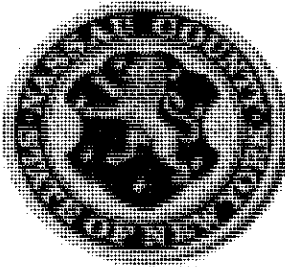
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

  
Signature

Marc B. Spector, Principal  
Printed Name and Title

February 10, 2021  
Date

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Spectorgroup 11 LLP, dba "Spectorgroup"

CONTRACTOR ADDRESS: 220 Crossways Park West / Woodbury, NY 11797

FEDERAL TAX ID #: 113140734

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

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

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

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

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

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

The contract was originally executed by Nassau County on August 24, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after issuance on 1/13/2017 of an open RFP for Professional Services. Seven (7) proposals were received and reviewed by DPW staff in accordance with established DPW procedures. The proposals were scored and ranked. As a result of the scoring and ranking, the highest ranking proposer was selected. [describe

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

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

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

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

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

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

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

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

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

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

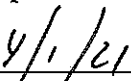
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

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

  
\_\_\_\_\_  
Date

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 02/25/2021 08:29:50 AM

Vendor: Spectorgroup 11, LLP

Title: Principal



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.

Spectorgroup has never retained a lobbyist/lobbying organization.

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

Spectorgroup has never retained a lobbyist/lobbying organization.

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

Spectorgroup has never retained a lobbyist/lobbying organization.

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

Spectorgroup has never retained a lobbyist/lobbying organization.

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

Spectorgroup has never retained a lobbyist/lobbying organization.

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 02/25/2021 08:31:19 AM

Vendor: Spectorgroup 11, LLP

Title: Principal

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Marc B. Spector, FAIA

Date of birth:

Home address:

City:

Country: US

Business Address: 220 Crossways Park West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Telephone: 5163654240

Other present address(es):

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

Telephone: 5163654240

List of other addresses and telephone numbers attached

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

President

Chairman of Board

Chief Exec. Officer

Chief Financial Officer

Vice President

(Other)

Treasurer

Shareholder

Secretary

Partner

01/07/1993

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

YES ☐ NO ☒ 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 ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**CERTIFICATION**

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

Spectorgroup 11, LLP

Name of submitting business

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

Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Principal

Title

02/25/2021 08:37:19 AM

Date

## Business History Form

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

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

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

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

Date: 02/25/2021

1) Proposer's Legal Name: Spectorgroup 11, LLP

2) Address of Place of Business: 220 Crossways Park West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

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

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

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: 014267095

5) Federal I.D. Number: 11-3140734

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

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.

If a conflict of interest arose with one of our consultants, we would terminate services with said consultant and select another.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/07/1993

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

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

1 File(s) Uploaded: A (ii).pdf

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

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: A (iii).pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

68

- vi) Annual revenue of firm;

8000000

- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Spectorgroup Relevant Experience .pdf

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

2 File(s) Uploaded: Spector\_Marc License.pdf, Spectorgroup\_License.pdf

- B. Indicate number of years in business.

56

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

1 File(s) Uploaded: Spectorgroup Relevant Experience .pdf

- 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        | RXR Realty                              |                          |    |
| Contact Person | Scott Rechler   Chief Executive Officer |                          |    |
| Address        | 625 RXR Plaza                           |                          |    |
| City           | Uniondale                               | State/Province/Territory | NY |
| Country        | US                                      |                          |    |
| Telephone      | (516) 506-6555                          |                          |    |
| Fax #          |   |                          |    |
| E-Mail Address | srechler@rxrrealty.com                  |                          |    |

|                |                                 |                          |    |
|----------------|---------------------------------|--------------------------|----|
| Company        | Nassau County Police Department |                          |    |
| Contact Person | Commissioner Patrick Ryder      |                          |    |
| Address        | 1490 Franklin Avenue            |                          |    |
| City           | Mineola                         | State/Province/Territory | NY |
| Country        | US                              |                          |    |
| Telephone      | (516) 573-7100                  |                          |    |
| Fax #          |                                 |                          |    |
| E-Mail Address | pryder@PDCN.ORG                 |                          |    |

|                |  |                          |    |
|----------------|--|--------------------------|----|
| Company        | SUNY Stony Brook University                |                          |    |
| Contact Person | John Fogarty, Director of Capital Planning |                          |    |
| Address        | 100 Nicolls Road                           |                          |    |
| City           | Stony Brook                                | State/Province/Territory | NY |
| Country        | US   |                          |    |
| Telephone      | (631) 632-3077                             |                          |    |
| Fax #          |  |                          |    |
| E-Mail Address | John.Fogarty@stonybrook.edu                |                          |    |

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

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

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Name of submitting business: Spectorgroup 11, LLP

Electronically signed and certified at the date and time indicated by:  
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Principal  
Title

02/25/2021 09:30:45 AM  
Date

Long Island  
220 Crossways Park West  
Woodbury New York 11797  
516 365 4240

New York  
183 Madison Avenue  
New York New York 10016  
212 599 0055

design@spectorgroup.com  
www.spectorgroup.com

**Spectorgroup**

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 55 years.

Marc B. Spector FAIA – 99%



MBS Architectural Services – 1%  
(Sole Shareholder is Marc Spector)



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**Spectorgroup**

Marc B. Spector FAIA – 99%



## FIRM STRUCTURE

Spectorgroup is a global design, architecture and master planning firm. With over 50 years' experience, we continue to move the industry forward with innovative design solutions that shape the way people live, work and experience the built environment.

Our portfolio spans all sectors, including governmental/municipal, commercial, mixed-use and educational to workplaces for some of the top organizations around the world. Our work is driven by one-of-a-kind collaboration that encourages people to think outside of the box and create designs with lasting impact.



### GENERAL INFORMATION

Spectorgroup 11, LLP d/b/a Spectorgroup is a Limited Liability Partnership

Spectorgroup was formed in 1965 by the late Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11th 2006 to Spectorgroup II, LLP d/b/a Spectorgroup. Spectorgroup has been registered in New York for 54 years.

#### TOTAL STAFF SIZE

Spectorgroup has a staff of 83 professionals

#### NEW YORK LOCATIONS

220 Crossways Park Drive West (43 employees)  
Woodbury, New York 11797

**(location from which services will be performed)**

183 Madison Avenue (40 employees)  
New York, New York 10016

#### ARCHITECT OF RECORD AND CONTACT

Marc B. Spector FAIA

Principal | Owner

516 365 4240 t, 516 365 3604 f

mbspector@spectorgroup.com

NYS License Number: 26444

# CORE DIFFERENTIATORS

## OUR VALUES

Through an unparalleled, truly unique company culture born out of family values; collaboration remains at the heart of our practice.



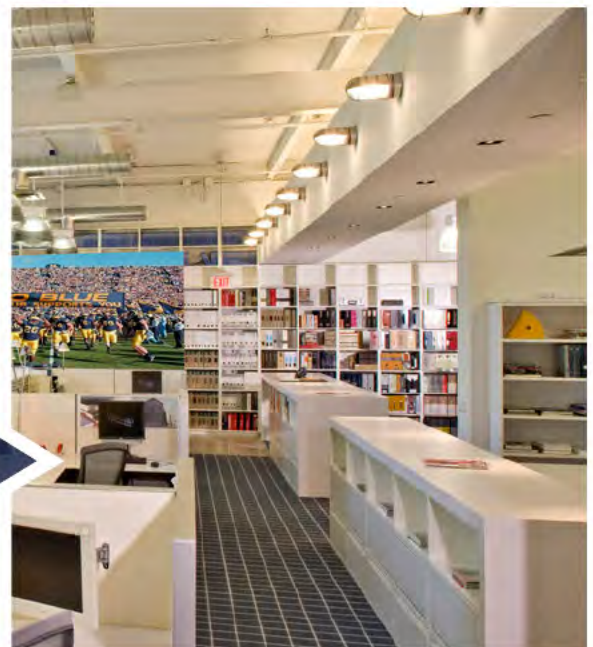
## OUR TEAM

The entire project team is involved in every step of the design process – from Strategy to project completion – resulting in thoughtful and cohesive design solutions that are on time and on budget.

## OUR APPROACH

Spectorgroup has consistently maintained an open, studio-like atmosphere promoting growth, perspective and innovation.

It is this duality – a constantly evolving, progressive company and a personalized (boutique) approach – that sets Spectorgroup apart.



## MUNICIPAL CLIENTS

It has been our pleasure to work with municipal clients throughout Long Island.

- **NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**
  - » Nassau County Department of Public Works “On-Call” Building Design; Nassau County, NY
  - » Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City, NY
  - » Nassau County Matrimonial and Family Courts, Westbury, NY
  - » Nassau County Aquatic Center Rehabilitation
- **NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY**
  - » A/E Services in Connection with the SCA’s Capacity Projects through New York City
- **TOWN OF NORTH HEMPSTEAD “ON-CALL” SERVICES** (on-going) Architectural Services for the Town of North Hempstead for Expedited Plans Review on various building types
- **“ON-CALL” ARCHITECTURAL AND ENGINEERING CONSULTATION AND REVIEW OF PLANS FOR THE OFFICE OF MENTAL HEALTH** - Bureau of Inspection Services for Physical Plans and Grounds of Regulated Agencies
- **VILLAGE OF KINGS POINT** | Kings Point Village Hall & Police Station, Kings Point, NY
- **OFFICE OF GENERAL SERVICES** | Alfonse D’Amato Federal Courthouse & Office Building, Central Islip NY
- **STATE UNIVERSITY CONSTRUCTION FUND & SUNY**
  - » Stony Brook University Student Service Center, Stony Brook NY
  - » College at Old Westbury Campus Center Building Exterior Envelope, Old Westbury NY
- **DASNY, NYS OMH** | Bronx Mental Health Redevelopment Projects, Bronx NY
- **NYSED** | Various School Districts located throughout Suffolk and Nassau Counties
- Manhasset-Lakeville Firehouse, Manhasset NY
- Roslyn Firehouse, Roslyn NY

**LONG ISLAND CENTRIC** - Headquartered on Long Island.

Located 20 minutes from the Port Washington Police District.

**BOUTIQUE AT HEART** - a mid-sized firm with the muscle of a 150 person firm and the design acumen of a boutique 15 person firm.

**STRONG PRINCIPAL INVOLVEMENT** - Involved in all aspects of the design and construction process.

**DESIGNING PARTNERSHIPS** - Your Success is our success! Spectorgroup is committed to establishing strong relationships with our clients, our employees and our consultants ensuring successful projects and happy clients.

**CONSULTANTS | ENGINEERING** - We pride ourselves in our ability to assemble the best and most appropriate team of consultants for every project. Our ability to understand the special needs of each particular design problem has lead us to build an impressive roster of specialty consultants that we can bring to the design table.

**OUR GREATEST STRENGTH** - is our dedication to service. We believe our role is to design for your needs, not our own. We will listen intently to the needs and desires of the Port Washington Police District and help them to develop their project’s vision. Our extensive knowledge and skills allow us to transform that vision to reality.

**COMMUNICATION** - Projects that are completed on time and on budget depend upon careful planning, extensive analysis, skilled project management and open communication. We implement extensive planning and milestone creation through all phases to keep a project running smoothly.

**QUALITY CONTROL** - Our in-house quality control ensures that all project decisions are based on sound judgments and best practices.



# OUR APPROACH

We believe the Spectorgroup team has 3 distinct characteristics that will help the Nassau County Department of Public Works realize their goals as delineated in the RFP.

1. HISTORY
2. VERSATILITY
3. PROXIMITY

## 1 HISTORY



We have a long History with NCDPW on multiple projects such as the Nassau County Family and Matrimonial Courts and the NCPD Academy. Therefore we are extremely aware of the NCDPW's process, approach and protocols.

We also have history with multiple Governmental Agencies, such as the SUCF, NYSOMH, DASNY, NYSOGS, GSA, and multiple townships throughout Nassau County and Long Island.

Spectorgroup has not only spearheaded many major projects with the sited government agencies, but our team members have similar diverse and extensive experience with the aforementioned government agencies.

Spectorgroup has also been contracted directly by multiple governmental agencies to perform certain duties and assignments, from Initial Project Reviews and Approvals to Field Observations.

With this said, we believe we have a Team that has a far reaching level of expertise that can address any level of design or construction related tasks or projects.





## 2

## VERSATILITY



The Spector Group Team believes in the strong versatility of a true teaming process.

All members of the team are involved in all stages of our office's diverse and multiple project types.

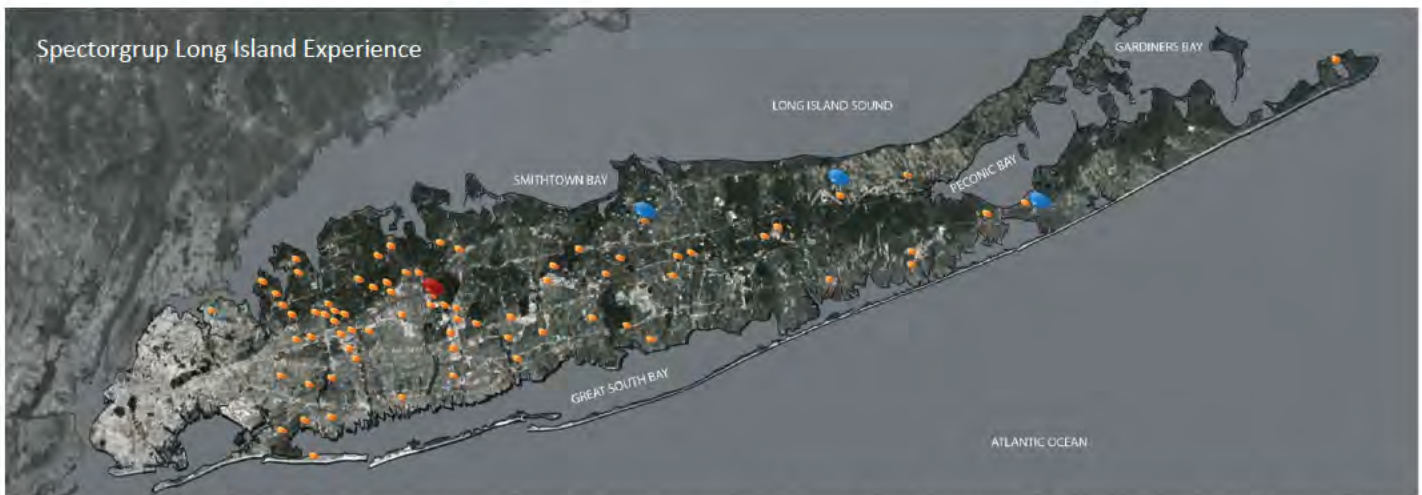
From Forensic Analysis, Concept Approach, Design, Documentation to Construction Administration the versatility of talent and experience is there.

This team of wide ranging talents can easily adapt to a full spectrum of assignments, no matter size, scope or complexity.

Whether acting in the role of the overview of other professionals projects (Architects/Engineers/Contractors) or implementing direct assignments or projects directly, the versatility and experience is there to do both. – consider revising “there to do both”

## 3

## PROXIMITY



Proximity to the tasks at hand goes without saying; the Spectorgroup has been headquartered in Nassau County for 55 years. Our office location is within a 10 minute drive to the Nassau County Department of Public Works.

We are the largest and most diversified architectural firm in all of Nassau County.

Our team is available at literally a moment's notice to respond to the needs of NCDPW.

At the same time, even though we are a strong local presence, our experience extends dramatically beyond the Nassau County borders, to the metropolitan NYC area and nationally and internationally.

**With these three key attributes of the Spector Group Team, we sincerely believe that we bring everything required to fully service the needs of NCDPW's RFP requirements.**

**We stand ready to proceed and await your affirmative response to our proposal.**

## PROJECT MANAGEMENT

Understanding that schedules and budgets must be met, the Spectorgroup appoints a Project Manager who oversees the entire project process. The Project Manager ensures quality, adherence to schedule, budget and design - the essence of Project Management. Coordination of the correct progression of services, in terms of priorities, is essential toward meeting schedules, as is integrating work assignments and maintaining budgets.

Anticipation and integration of external considerations of the many elements of any project is essential to a trouble free project. Awareness of the issues allows the Project Manager to circumvent potential problems and is essential to a trouble-free operation. The Spectorgroup Team will function as a synergistic whole working toward a singular goal: to fully realize the project vision of the Port Washington Police District.

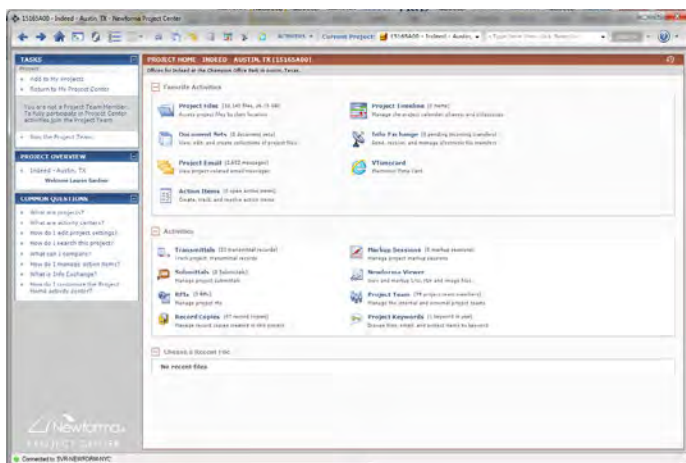
## SPECTORGROUP ALSO UTILIZES FTP AND ON-LINE COORDINATION TECHNOLOGY TO PROMOTE MORE EFFICIENT COLLABORATION BETWEEN PROJECT TEAMS.

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### PROJECT MANAGEMENT TOOLS & SYSTEMS

Spectorgroup also utilizes FTP and On-Line Coordination technology to promote more efficient collaboration between project teams....

#### NEWFORMA PROJECT MANAGEMENT



#### PLAN GRID



- All project information lives in one place.
- All team members and client have access to promote collaboration and keep a lean process.
- Risk Reduction.
- Efficient document management and record keeping.
- One master set is maintained with automatic version control and keep your team up to date.
- Easily share plans, markups, photos, and reports with the entire project team no matter where you are.

# PROJECT MANAGEMENT

Like the design Process, the Team’s approach to Project Management is simple and clear. The Director of Project Management, Joseph Randazzo, AIA is the single conduit through which all information flows. He will work closely with Project Managers Paul Anderson, AIA; Thomas Scotto, AIA and Christina Smyrni.

The Project Manager will be involved with the project from start to finish and will ensure quality, adherence to schedule, budget and design - the essence of Project Management. Coordination of the correct progression of services, in terms of priorities, is essential toward meeting schedules, as is integrating work assignments and maintaining budgets.

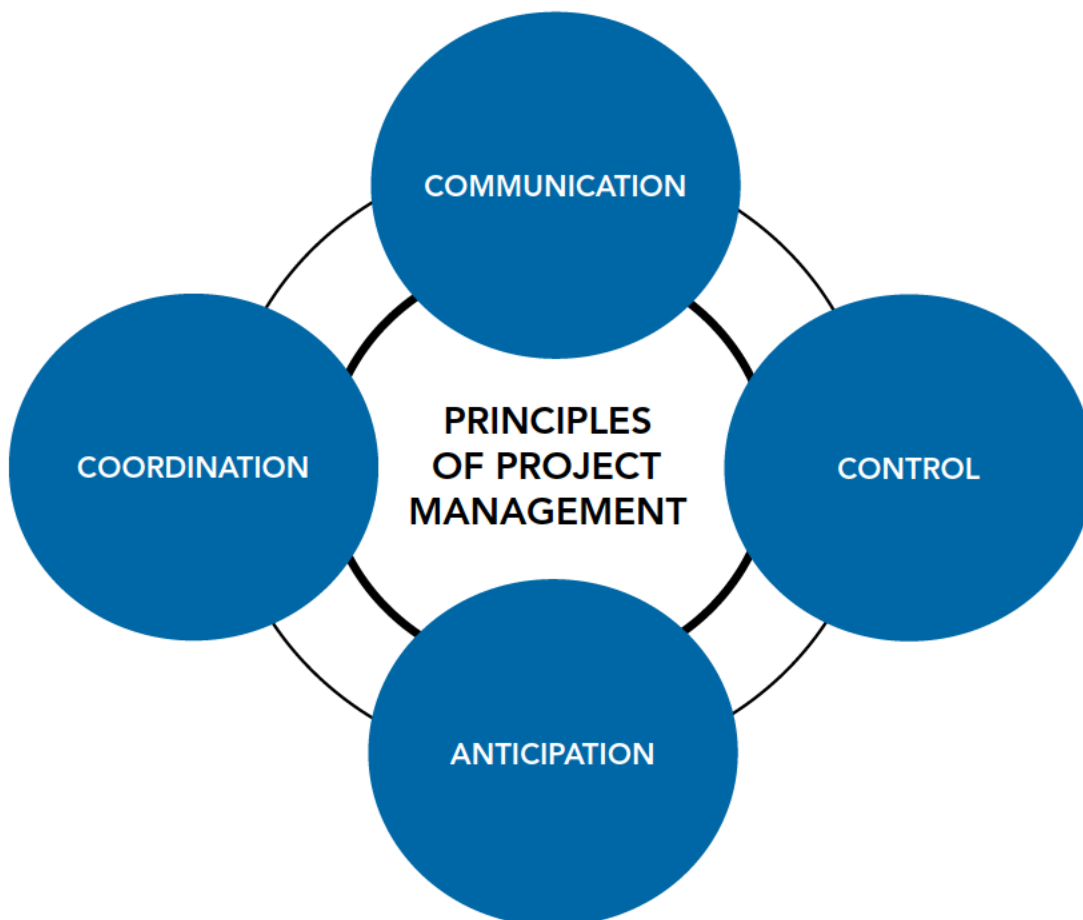
Mr. Randazzo and the project managers selected for this project have extensive years of multi-disciplined management experience. They will be in full control of the Project from inception to completion. They will be present at all meetings and will direct the project Team as the work unfolds.

The Project Manager’s responsibilities will include:

- Point-of-contact for the project.
- Supervise/coordinate consultants and staff
- Ensure project objectives are achieved.
- Liaison with NCDPW personnel.

The Team will utilize a FTP and On-Line Coordination technology to promote efficient collaboration between the A/E Team, NCDPW, the Construction Manager and the General Contractor.

The Team will function as a synergistic whole working toward a singular goal: to fully realize the project vision of NCDPW.





2

RELEVANT  
EXPERIENCE

# Nassau County Police Academy

NASSAU COUNTY, NEW YORK

Spectorgroup has a professional relationship with the Nassau County Police Department Foundation, Nassau County Department of Public Works and the Nassau County Police Department since 2010. In that time, Spectorgroup worked with the team in designing a new state-of-the-art police academy.

The next 7 pages show 4 designs, the first project shown is what is being built and recently broke ground in May.

1. Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City, New York
2. Nassau County Law Enforcement Training & Homeland Security Center; Nassau County, New York
3. Nassau County Police Department & North Shore LIJ Health Systems Joint Training Facility; Mitchell Field, NY
4. Center for Law Enforcement and Intelligence; Bethpage, New York

The client reference for all four of these projects is:  
Commissioner Patrick J. Ryder  
Nassau County Police Department  
1490 Franklin Avenue  
Mineola, New York 11501  
516 573 8800  
pryder@PDCN.ORG



# Nassau County Police Department Center For Law Enforcement

TRAINING AND INTELLIGENCE | GARDEN CITY, NEW YORK

Receiving NIFA (Nassau Interim Finance Authority) approval with construction due to commence early 2019, the new state-of-the-art Nassau County Police Department Center will serve as a regional training center for all Nassau County Police personnel, comprising nineteen village and city departments located throughout the county, as well as a wide array of state and federal law enforcement agencies.

Located on the grounds of Nassau Community College and overlooking the Meadowbrook Parkway, the state-of-the-art center features a new police training academy for cadets and in-service officers, academic and fitness areas, auditorium and lecture hall facilities, an intelligence bureau, emergency vehicle operations course (EVOC) and an indoor/outdoor tactical training “village” that allows for simulation and scenario-based training. Spectorgroup was contracted by the Nassau County Police Department Foundation to develop a forward-thinking design. The project team put forth a design centered on creating a modern and high-tech environment for training that remains flexible to seamlessly cater to the versatile needs of the police force.

Spectorgroup’s design strikes a balance between hands-on-training structures and academic-style classrooms. The classrooms feature flexible design elements that allow for the space to be easily divided into smaller classrooms. Throughout the building, over-sized doors allow for vehicular access and stage-setting in the tactical zones. All design elements were carefully thought out to present a sophisticated, forward-thinking design that also incorporates training uses. Highly visible from the Meadowbrook Parkway, it was imperative that the structure yield a strong and powerful message. The façade, featuring a combination of white panels and windows, presents an elegant sophistication evocative of an academic institution. Large slabs of pre-cast concrete featuring “NCPD” and the Nassau County Police Department shield, which will be lit up at night, designate this a constant beacon of law enforcement.



## Services Rendered

- Architectural and Interior Design
- Needs Assessment and Spatial Analysis
- Site Evaluation
- Programming
- Schematic Design
- Design Development
- Construction Documents
- Bid Evaluations
- Construction Administration

## Client Reference

Commissioner Patrick J. Ryder  
Nassau County Police Department  
1490 Franklin Avenue  
Mineola, New York 11501  
516 573 8800  
pryder@PDCN.ORG

Cost: \$40,000,000

Size: 98,890 SF

Duration: Estimated completion date is 2020.

Bids came within the construction estimate.







The Center will include the following:

- Asset Forfeiture/Intelligence Lead Development Center
- Lecture Hall, Auditorium/Conference Center
- Physical Training Area | Gymnasium

- Classrooms, Conference Rooms
- Administrative Areas, Offices
- Tactical Village





# Nassau County Law Enforcement Training & Homeland Security Center

NASSAU COUNTY, NEW YORK

It has been our pleasure to work with NCPD leadership, the NCDPW and the NCPD Foundation since 2010 on the Programming and Concept Designs for the CLEI. The Spectorgroup, in Association with Tactical Design, shared responsibility in the extensive Programming exercise. Spectorgroup led the design team in creating the overall architectural design for the NCC Campus location. Our firm's in depth knowledge of the NCC site and the detailed Program for the CLEI make us the ideal candidate to successfully finish the work at hand that we have already started and have a vested interest in.





**10.0 PROGRAM**

**POLICE ACADEMY**

**CONCEPT MASTERPLAN**

TACTICAL VILLAGE

PRINCIPAL BUILDING

PRACTICAL ANTHROPOLOGY

STRATEGIC AREA

JOINT COORDINATION

COMBINED TRAINING

SUPPORT

PLAN IN

LOBBY

RECRUIT ACADEMY

ADVANCED ACADEMY

LECTURE/RESEARCH AREA

**LECTURE CENTER**

SUPPORT

REST AREA

SUPPORT BACK OF HOUSE

CLASS

RECEPTION

ENTRANCE

LECTURE

CLASSROOM

CLASSROOM

**ACADEMY ENTRANCE**

**FITNESS AREA**

STUDENT LOCKERS

STUDENT LOCKERS

TACTICAL VILLAGE

TACTICAL VILLAGE (PL)

STUDENT LOCKERS

STUDENT LOCKERS

OUTDOOR ENTRANCE

30.58

30.58

# 10.0 PROGRAM

## CANINE

### TRAINING

| July Summary    |           |             |               |             |
|-----------------|-----------|-------------|---------------|-------------|
| DESCRIPTION     | 1. Amount | 2. Quantity | 3. Unit Price | 4. Total    |
| PA Office       | 1         |             |               | 200.00      |
| 12 Classroom    | 3         |             |               | 300.00      |
| 18 Safe House   | 2         | 1           | 150.00        | 150.00      |
| <b>Subtotal</b> |           |             |               | <b>5.50</b> |
| General Factor  |           |             |               | 2.5         |

### ADMINISTRATIVE AREAS TOTAL

8,419

### KENNEL

| July Summary                 |             |             |               |                 |
|------------------------------|-------------|-------------|---------------|-----------------|
| DESCRIPTION                  | 1. Quantity | 2. Quantity | 3. Unit Price | 4. Total        |
| 12 Kennel                    | 18          | 9           |               | 75.00           |
| 18 Chubbie Run               | 18          | 9           |               | 75.00           |
| 12 Covered Run               | 1           |             |               | 3,000.00        |
| 18 Fund/Ping                 | 1           |             |               | 150.00          |
| 12 Spraying / Laundry Bucket | 1           |             |               | 400.00          |
| 18 Food Storage              | 1           |             |               | 100.00          |
| 12 Quarantine Kennel         | 2           | 2           |               | 300.00          |
| <b>Subtotal</b>              |             |             |               | <b>3,975.00</b> |
| General Factor               |             |             |               | 2.71            |

### KENNEL AREAS TOTAL

6,338

### PROGRAM AREA SUMMARY

TOTAL SF

TRAINING AREAS

2,875

KENNEL AREAS

5,338

**GRAND TOTAL**

**8,213**

HASSALL COUNTY POLICE TRAINING ACADEMY - PROGRAMMING BOOK - AUGUST 2016

Page 10 of 10



# Nassau County Police Department & North Shore - LIJ Health Systems

## JOINT TRAINING | FACILITY STUDY

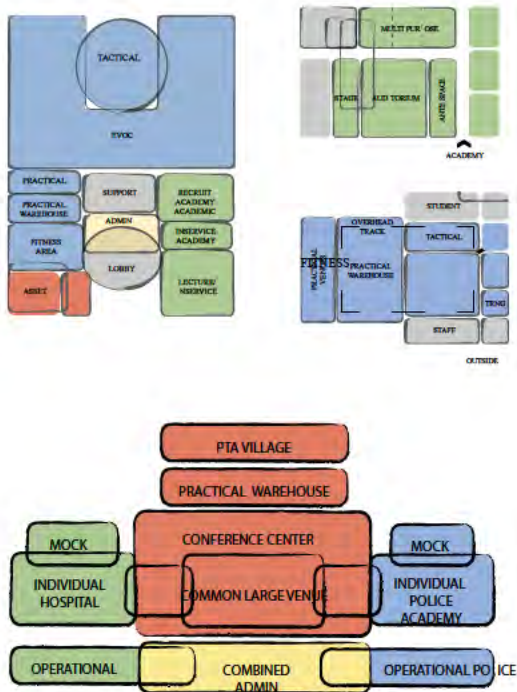
In conjunction with Tactical Design, Spectorgroup was tasked to conduct a High Level Programming study for a possible Joint Training Facility for the Nassau County Police Department (NCPD) and North Shore-Long Island Jewish Health System (NSLIJ).

Services also included:

- Creating a single training facility program study that serves two distinct organizations with different needs.
- Creating an opinion of probable construction cost for the joint facility.
- Creating a sample site use master plan and massing & blocking diagram of a conceptual combined facility building.
- In order to produce the study we conducted a series of interviews with NSLIJ to create a basic program for their needs and used the programming documented created previously for NCPD







## INDIVIDUAL

| NCPD PROGRAM SUMMARY<br>(Excluding Tactical Village) |  | TOTAL SF |
|--|--|----------|
| CAMPUS SUPPORT                                       |  | 10,080   |
| POLICE ACADEMY PROGRAM                               |  | 124,390  |
| HOMELAND SECURITY PROGRAM                            |  | 3,200    |
| ASSET FORFEITURE PROGRAM                             |  | 17,352   |

| NSLIJ PROGRAM SUMMARY                             |  | TOTAL SF |
|---|--|----------|
| CAMPUS SUPPORT                                    |  | 26,297   |
| CENTER FOR EMERGENCY MEDICAL SERVICES (CEMS)      |  | 18,079   |
| EMERGENCY OPERATIONS CENTER (EOC)                 |  | 1,435    |
| CENTER FOR LEARNING & INNOVATION (CLI, PSI, & BS) |  | 61,755   |
| CONFERENCE CENTER                                 |  | 35,000   |
| SECURITY, PARAMEDIC & EMT TRAINING                |  | 4,800    |
| PRACTICAL TRAINING ENVIRONMENTS (SEC, HH, PARA)   |  | 8,500    |

## JOINT

| SHARED SPACE PROGRAM SUMMARY                            |  | TOTAL SF |
|---|--|----------|
| JOINT PROGRAM   |  | 61,094   |
| JOINT CONFERENCE CENTER PROGRAM                         |  | 46,302   |
| JOINT TRAINING SPACE (Practical / Simulation Warehouse) |  | 22,331   |
| DEDICATED NCPD PROGRAM                                  |  | 63,768   |

| SHARED SPACE PROGRAM ANALYSIS |                 |                 |
|-------------------------------|-----------------|-----------------|
| SHARED PROGRAM                | NSLIJ NEEDS     | NCPD NEEDS      |
| NCPD, NSLIJ                   |                 |                 |
| 61,094                        | 155,866         | 155,022         |
| 46,302                        | -67,549         | -63,768         |
| 22,331                        |                 |                 |
| 129,727 SF                    | 88,317 SF       | 91,254 SF       |
| OF SHARED PROGRAM             | OF SHARED SPACE | OF SHARED SPACE |

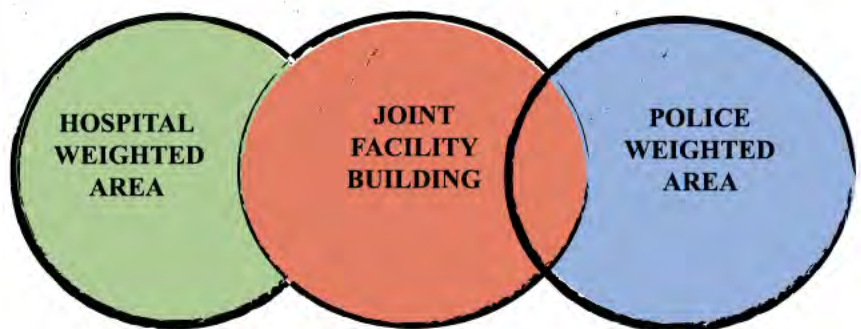
## MAJOR PROGRAM AREAS



| AREA NAMES            | SIZE       |
|-----------------------|------------|
| PARKING AREA*         | 733,887 SF |
| DRIVERS TRAINING AREA | 172,366 SF |
| FACILITY BUILDING     | 261,044 SF |
| TRAINING AREAS**      | 40,245 SF  |

\*Approximate  
\*\*Built Space Only

## SITE ADJACENCY

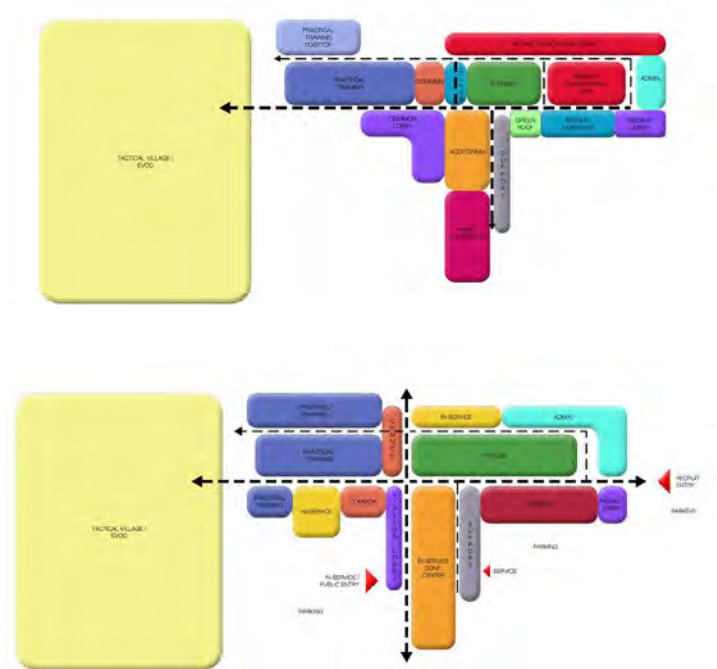




# Center For Law Enforcement and Intelligence

BETHPAGE, NEW YORK

Spectorgroup completed a full analysis and feasibility study of the existing building located at One Grumman Road (Grumman Defense Manufacturing Plan).



# Nassau County Department Of Public Works Experience

## NASSAU COUNTY AQUATIC CENTER REHABILITATION | EAST MEDOW, NY

The Aquatic Center opened in 1998 for the Goodwill Games and was constructed to host world-class swimming competitions and for the general public of Nassau County's use. Since its opening the facility has been plagued with numerous problems.

Spectorgroup was chosen by Nassau County to redesign the facility, solve all of the monumental problems rendered, add new required spaces and totally renovate the exterior envelope.

The most significant issue that has faced the facility is clearly undersized/under designed HVAC system. This major inadequacy has led to a plethora of building component failures which have compromised the function of the Center as a place of competition as well as creating Life Safety Issues that affect users and staff alike.

Spectorgroup Team findings provided Nassau County Department of Public Works with an extensive review/analysis of the Center. The report included assembly of building data, architectural/engineering evaluation, presentation of the test results and architectural/engineering recommendations. The report provided Nassau County with the necessary documentation to make the decisions that were required to return the Aquatic Center to a level of proper function and a place of state of the art recreation.

Spectorgroup's designs and documents not only provided the healthy proper function, they utilized new mechanical additions to sculpt the buildings exterior and interior to create a new landmark architectural statement for Long Island and New York State.



### Services Rendered

- Completed Conditions Assessment Report.
- Identified problems, recommend solutions and prepared itemized cost estimates, including soft costs, for repairing the structures.
- Prepare a draft report of the findings and meet with the SUCF to obtain their comments.
- Incorporated the SUCF's comments and issued a final report sealed by a New York State licensed Professional Architect – Spectorgroup.

### Additional Architectural Services Rendered

- Full Architectural and Interior Design Services
- Programming Planning
- Feasibility Study
- Value Engineering
- Contract Administration
- Project Management
- Construction Administration



### Client Reference

*Adrian Cavanagh / Project Manager  
Nassau County Department of Public Works  
516 571-6872*



# Nassau County Family and Matrimonial Courts

MINEOLA, NEW YORK

Construction of the total exterior is well underway with a state of the art glass curtain wall system and terracotta facade. Estimated to be a \$140 million renovation project in total, this former old Department of Social Services Building for the County is the entire renovation of the 255,000 SF building. The buildings interior houses multiple courtrooms and hearing rooms, waiting lounges, administrative departments and support functions, judicial chambers and support spaces, prisoner intake and holding, training center, and cafeteria and two interior courtyards.

The unique approach to the first phase of design - the shell of the building and demolition of the total interior before core design and the interior design second phase began, created unusual challenges. The character and distinctive design and circulation patterns had to harmoniously blend with the already designed shell. In addition, this process and break between phases added significant time and cost concerns due to typical cost escalations over time periods that Spectorgroup has managed to bring into line through an extensive value engineering process and knowledge of systems, materials and budget.



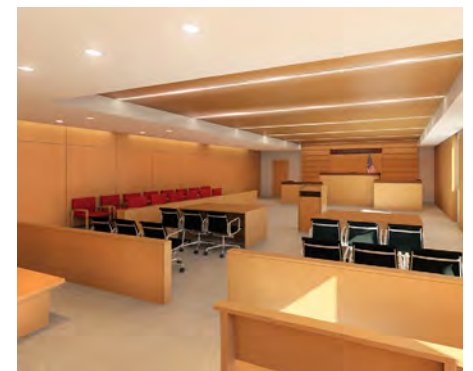
## Services:

- Full Architectural and Interior Design Services
- Phased Design and Construction
- Programming & Planning
- Forensic Investigations
- Feasibility Study
- Value Engineering
- Contract Administration
- Contract Negotiations
- Project Management
- Construction Administration
- Hazmat/Forensic/Environmental
- Full Exterior Replacement/Renovation
- Restoration Coordination

## Client Reference

Robert LaBaw  
Architect III, NCDPW  
1194 Prospect Avenue  
Westbury, NY 11590  
516 571-6812  
RLabaw@nassaucounty.gov

Cost: \$140,000,000  
Size: 255,000 SF  
Phase II Duration: Awarded in 2017,  
Scheduled Completion Early 2020







Construction Photos





# SUNY College at Old Westbury Campus Center | Old Westbury, NY

## TOTAL EXTERIOR BUILDING ENVELOPE FORENSIC ANALYSIS, REPAIR AND RENOVATION

Spectorgroup was awarded by the SUCF the contract to provide full design services to repair and renovate the Campus Center building exterior envelope for Buildings Nos. 51 & 56 (350,000 square feet).

The original scope of work was to repair and replace the exterior envelope for this massive building. The SUCF was concerned that the budget allocated was not enough to complete the entire project and may have to be completed in phases. Spectorgroup was not only able to get the entire project within budget but was able to revitalize the exterior envelope with a totally new design and many additional scope items - so much so that the building is once again the iconic centerpiece of the campus, all within SUCF's original budget.

### Facade Survey | Documentation | Inspections | Exploratory Openings | Probes Field Report

Spectorgroup submitted a detailed written and photographic record of observations made by the Spectorgroup Team. The scope included multiple exploratory openings/probes at pre-determined interior and exterior locations. The scope also included a series of locations where enclosures were removed from interior fin-tubes and a fan-coil that are located immediately behind the buildings exterior wall. The purpose of the probes was to observe the general condition of the existing exterior envelope construction and to get a sense of how closely the existing construction matches the original construction drawings from which the buildings were built.

### Services Rendered

- Completed Forensic Analysis and Conditions Assessment Report.
- Identified problems, recommended solutions and prepared itemized cost estimates, including soft costs for repairing the structures.
- Prepared a draft report of the findings and met with the SUCF to obtain their comments.
- Incorporated the SUCF's comments and issued a final report sealed by a New York State licensed Professional Architect – Spectorgroup.
- Full Architectural Services
- Programming Planning
- Feasibility Study
- Value Engineering
- Contract Administration
- Project Management
- Construction Administration

### MWBE UTILIZATION

Goal MBE 10%, Actual 4.1%

Goal WBE 4%, Actual 5.1%

Services were mostly architectural

### Before Construction



### Client Reference

Lauri Salin

Associate Project Coordinator  
State University Construction Fund  
353 Broadway  
Albany, New York 12246  
518 689-2583  
lauri.selin@suny.edu

Cost: \$17,959,000

Size: 350,000 SF

Completed: 2015



SUNY Old Westbury College President Calvin O. Butts, III agrees that the renovation has heightened the appeal of this important building. “In real estate it is often said that curb appeal can be critical. The Campus Center is a focal point for all who come to SUNY Old Westbury, students, faculty, and visitors alike. This renovation has re-energized this important part of our campus core.”

**Spector**group

American Institute of Architects | Design Excellence





# Suny Stony Brook • Roosevelt Quad Residential Complex

## STONY BROOK, NEW YORK CONDITIONS STUDY

Spectorgroup provided architectural design services for the existing condition evaluation of the Roosevelt Quad Residential Complex. The complex is comprised of five college building which were built in the late 1960's: Greeley, Keller, Stimson and Wagner and Yan Hall. The evaluation included site survey of the building, inspection of masonry/concrete probes, structural analysis of existing concrete stair structure and preparation of the report with recommendations and order of magnitude cost estimate. Yasaal A. Seinuk as the prime consultant for the project.

### Services Rendered

- Completed Conditions Assessment Report.
- Complete assessment of existing conditions, delineating all damage to 4 buildings and Surveyed the facades of the buildings and made recommendations for the remediation of the brick and concrete surfaces.

### Reference

George Ozga, PE  
Ysrael A. Seinuk, PC  
228 East 45th Street  
New York, NY  
212 687-2233  
gozga@yaseinuk.com

Completed: 2018



## Exterior Facade Assessment

SUNY Stony Brook  
Roosevelt Quad

June 21, 2018

SUNY Stony Brook  
Roosevelt Quad  
January 15, 2018

## 1.0 Introduction and Background

The report has been prepared at the request of Mr. Roman Detyna of YAS.

1.1. Subject Exterior Facade Assessment.

1.2. Location SUNY Stony Brook Campus, Stony Brook, NY.

1.3. Purpose To evaluate façade damage and deterioration

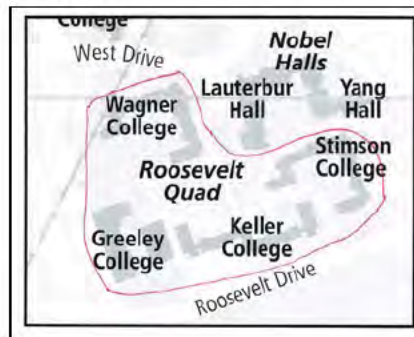
1.4. Date of investigation May-June 2018.

1.5. Site Conditions Variable

1.6. Building Description

The Buildings are 4 Story, concrete frame/brick infill structure with exposed concrete stairs and spandrels, built in 1968. Conditioned area is approximately 100,000 sf. The building functions primarily as a dormitory with some support functions. Typical rooms have operable aluminum/glass windows.

The Quad is a group of 4 separate but similar buildings addressed as Greeley, Wagner, Keller and Stimson.

Spectorgroup  
Page | 2SUNY Stony Brook  
Roosevelt Quad  
January 15, 2018

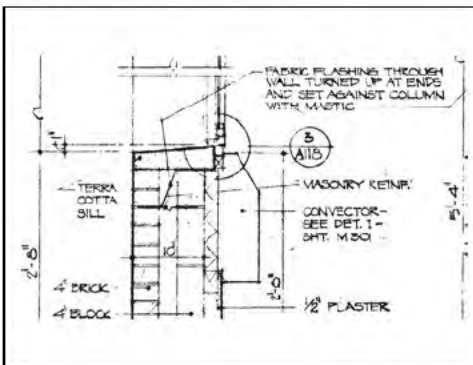
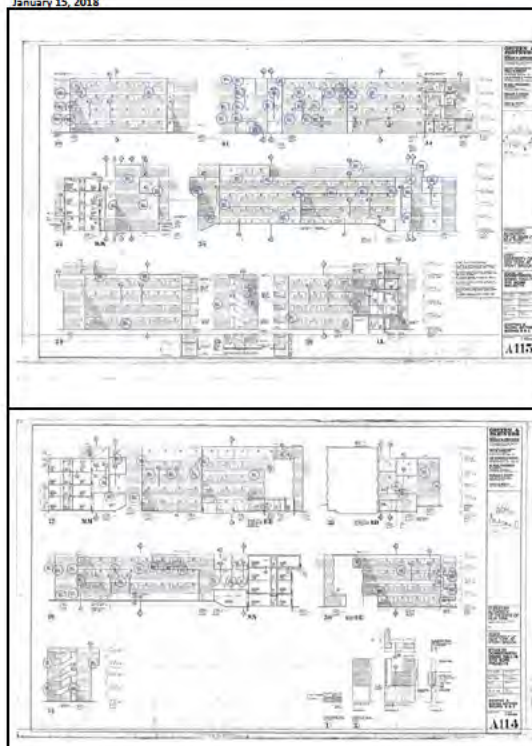
## 2.2.1 Conclusions

It would appear that this damage is a result of years/decades of water infiltration, possibly due to deteriorated caulking and subsequent cracking due to the freeze/thaw cycle.

## 2.2.2 Recommendations

The existing should be removed, damage to the unit either repaired with epoxy adhesive or in extreme cases, replaced with a new unit. Reset as per detail.

Existing flashing should be removed replaced as well all existing caulking.

Spectorgroup  
Page | 5SUNY Stony Brook  
Roosevelt Quad  
January 15, 2018Spectorgroup  
Page | 9



# SUCF | SUNY Stony Brook University Student Services Center

STONY BROOK, NEW YORK

Spectorgroup was awarded by the SUCF to design the New Student Services Building, a critical maintenance exterior/interior renovation project. The Spectorgroup Team assembled a Program Study / Verification Phase Report which included a Full Building Conditions Analysis, Exploratory Probes, Hazardous Materials Sampling & Testing and a Programs Study.

The total full scale architectural exterior and interior design to the original Student Union Building started construction in early 2017. The project is on schedule and budget and the full transformation is due to be completed by late 2019.

When completed, the building will house Student Services which include The Bursar's Office, The Office of Student Financial Aid, The Office of the Registrar, Admissions, Counseling Services as well as multipurpose rooms, classrooms, a large lecture hall / auditorium space and the New Unity Cultural Center facing the central pedestrian walkway on the new Toll Drive. Students can work in the cola lounge, a technology rich environment. It will also be home to the Student Life areas of the campus such as student clubs, student media, campus ministry service centers and the TLT SINC site (which gives students access to SINC site software 24/7 from anywhere using only a web browser).



## Services Rendered

- Completed Conditions Assessment Report.
- Identified problems, recommended solutions and prepared itemized cost estimates, including soft costs, for repairing the structures.
- Prepared a draft report of the findings and met with the SUCF to obtain their comments.
- Incorporated the SUCF's comments and issued a final report sealed by a New York State licensed Professional Architect – Spectorgroup.

## Additional Architectural Services Rendered

- Full Architectural and Interior Design Services
- Programming Planning
- Feasibility Study
- Value Engineering
- Contract Administration
- Project Management
- Construction Administration



## Construction Photos



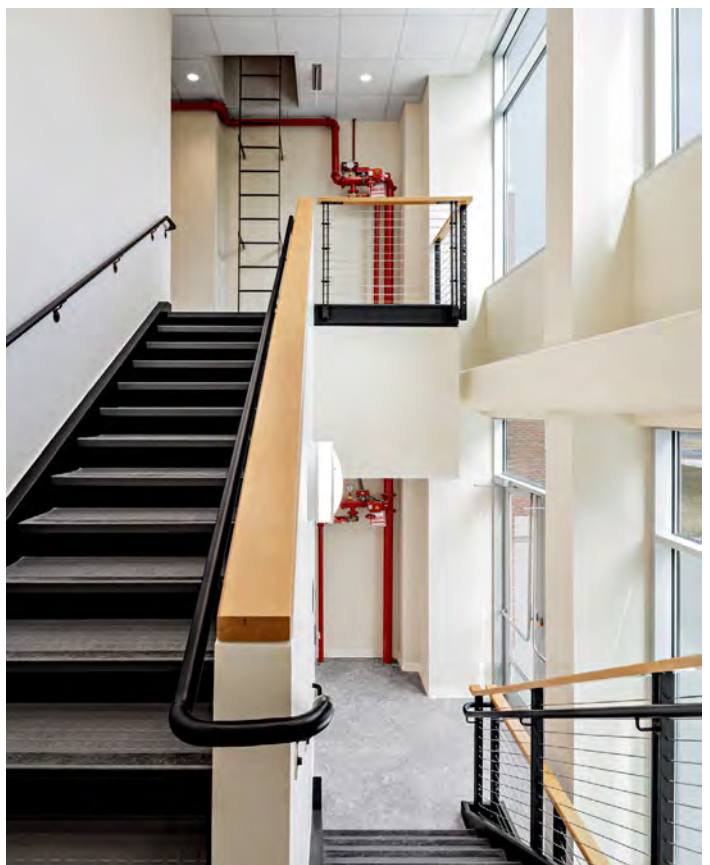
## Client Reference

John Fogarty, Director of Capital Planning  
SUNY Stony Brook  
631 632-3077  
John.Fogarty@stonybrook.edu

Cost: \$66,000,000

Size: 170,000 SF

Duration: Awarded project in 2011,  
Scheduled Construction Completion Late 2019





# Pall Corporation R&D, Laboratories and Corporate Headquarters

PORT WASHINGTON, NEW YORK

Initially Spectorgroup provided a forensic/feasibility study, then full architectural/interior design and engineering services from programming through construction administration for both interior and exterior renovations and additions to Pall Corporation's existing Port Washington R&D, Long Island facility - which was then transformed into their corporate world headquarters, R&D and laboratory facility. The full retrofit of the interior layout, laboratories, clean rooms, food service and lecture/classrooms along with all new HVAC, electrical systems and state of the art IT System was integrated into the new facility. Also, a major exterior façade renovation and replacement of the building was one of the most important parts of this project. Working on restoring the existing masonry façade and windows, and then also providing a new dramatic state of the art metallic façade. This was all done while keeping the entire facility operational through the course of construction.

Specific Techniques: Spectorgroup worked closely with Ownership, Facilities Representatives and the Construction Manager throughout all phases of the project. It was crucial to keep the existing facility operational while this 100% renovation took place - it was imperative to implement a phasing approach to design and construction at the onset. In the Initial Design Phase PALL Corp was looking to replace the Entire Façade, which was not within the allotted budget. The Spectorgroup was able to propose a Design Solution to Create a much more dramatic visual façade for the most visual points of the building and restore, retrofit and blend the existing masonry façade into the new design very successfully. This concept was able to bring the initial costs well within the budget, create a dynamic design aesthetic and allowed additional dollars available for a 'wish list' of other interior items to occur (including a new multi-million dollar food service/cafeteria pavilion). The Spectorgroup's preliminary estimates that were established early on are always used to monitor costs throughout the lifetime of the project. Value Engineering options were reviewed along with material selection to achieve the most realized opportunities available for ownership that we could acquire within strict budget constraints.



## Services:

- Full Architectural and Interior Design Services
- Programming & Planning
- Forensic Investigations
- Feasibility Study
- Phased Design Approach
- Laboratory Planning
- Laboratory Design
- Value Engineering
- Contract Administration
- Contract Negotiations
- Project Management
- Construction Administration
- Hazmat/Forensic/Environmental
- Full Exterior Replacement/ Renovation Restoration

## Client Reference

Robert T. O'Hea  
Managing Director, VVA Project Managers  
and Consultants  
212 576-8400

Cost: \$45,500,000

Size: 276,000 SF

Duration: Awarded project in 2006,  
Construction Complete September 2009



*We wanted our world headquarters and inner workings, laboratory, and technology environment to reflect Pall Corporation's position on the cutting-edge of its industry. It also had to be efficient by every measure. This was a large and complex design and renovation project that the Spectorgroup handled expertly and with ease. We are extraordinarily pleased and proud of the result.*

**Joseph Malvagna, Senior Vice President  
Global Shared Services and Facilities  
Pall Corporation**

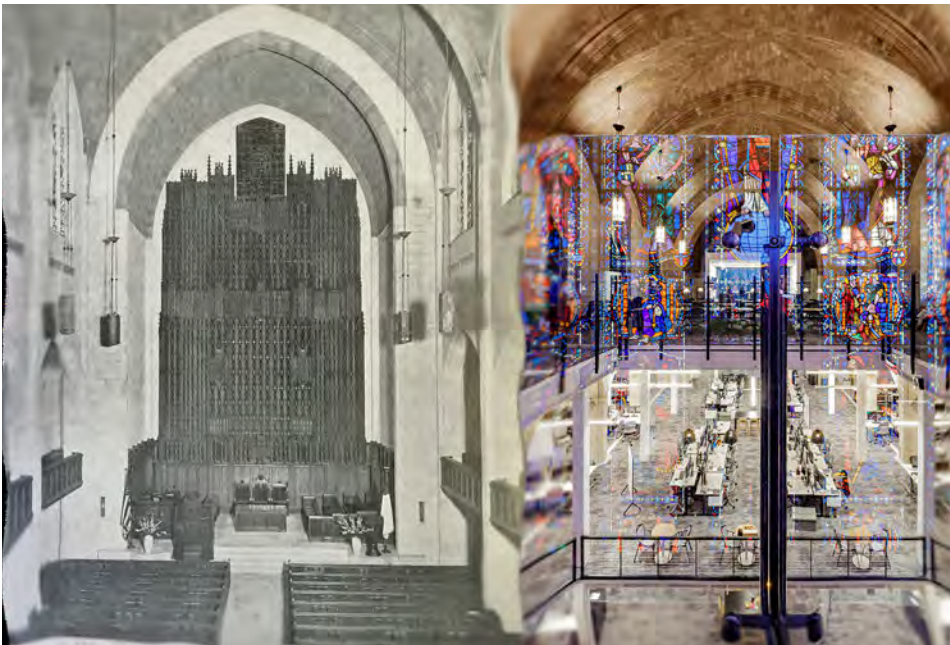




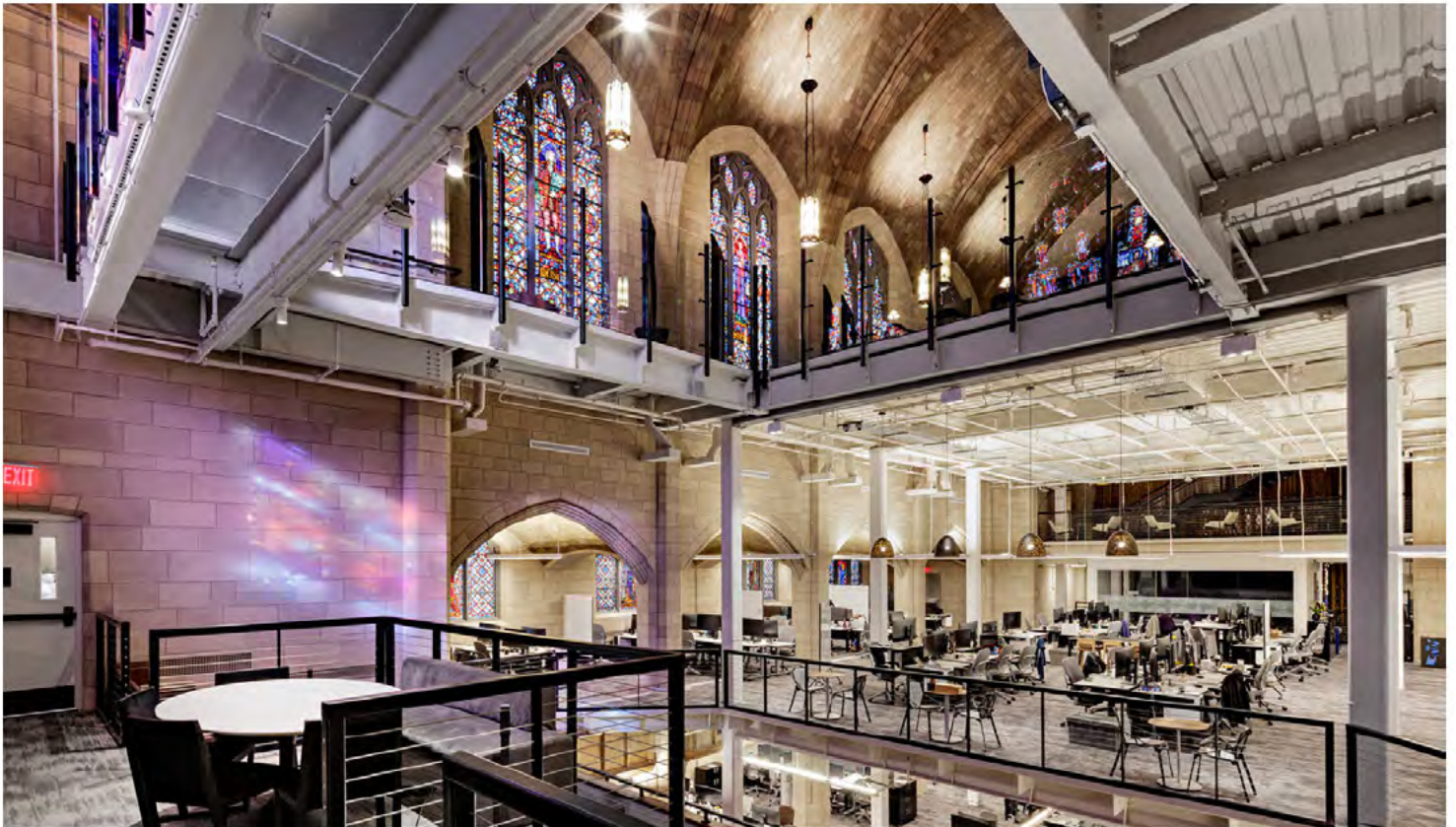
## Amazon | Audible.com Innovation Cathedral NEWARK, NEW JERSEY

The horizontal campus unites three buildings into one. A Gothic church, erected in 1932, is connected to the 108-year-old Hunter Hall, a low rise former parish house, which is joined to a large community center. As the middle building in the site, Hunter Hall was designated as the main entrance and central circulation point to reach the cathedral and community center. All three of the independent, separate buildings were co-joined with Hunter Hall at the center, as the focal point, the cathedral space to the east while the community center building to the west.

The three building conversion to office involved introducing an entirely new endoskeleton of structure within the confines of the landmarked cathedral and Hunter Hall. Thus the new series of platforms to be used for office space and alike do not touch the exterior walls. Instead, the architect used a series of freestanding, elevated platforms to build out space and create new vantage points via newly constructed catwalks and perches around the sanctuary with glass dividers so you're able to view down from the top library floor to the lower main level.









# Dealertrack Technologies Corporate Headquarters

NORTH HILLS, NEW YORK

The design of the new four-story, 233,000 square foot headquarters building exudes this technology, energy and sophistication. Sitting on a visual high point, perpendicularly facing Long Island's major vehicular artery, this structure is one of the most important corporate headquarters building newly built and highly visible to radiate architecture to its passerby's in many years.

The extremely important and constantly changing audiovisual elements animate from the building's multistory lobbies, stairways and linear office areas. Connecting the wings of the floor levels of the structure, catwalks fly through the lobbies along the upper floors, creating tremendous human energy expressed to the exterior.

In keeping with the Client's commitment to team members, one entire floor is dedicated to health and wellness (basketball court, volley ball court, fitness center, yoga/pilates room, locker rooms). Also featured is a coffee bar, dining cafe, walking trail, game room, roof top, and dining patio. The 10-acre LEED-specified headquarters features a high-tech 125-seat lecture hall to host training sessions and corporate wide teleconferencing / presentations.

The environment is fun and millennial centric - carefully created to maximize spontaneous collaboration! The open floor plan with low partition cubicles, huddle rooms, telephone rooms, pantries, lounge areas and writable walls all foster this environment. These spaces are located by the windows so that team members have daylight views and the executive offices hug the building core. Every team member's workspace is complete with a sit-stand desk and ergonomic monitor arms. As for the finishes, all are sustainable - From the nylons in the carpeting sourced from recycled fishing nets to the soy core block walls to the reclaimed barn wood. Bright color pops are integrated per floor to promote clear wayfinding.



## Services Rendered

- Full Architectural and Partial Interior Design Services

## Client Reference:

Michael Fex

Senior Director of Real Estate & Facilities  
Dealertrack Technologies  
3400 New Hyde Park Road  
North Hills, NY 11040  
516 734 3688  
Michael.Fex@coxautoinc.com

Cost: \$112,000,000

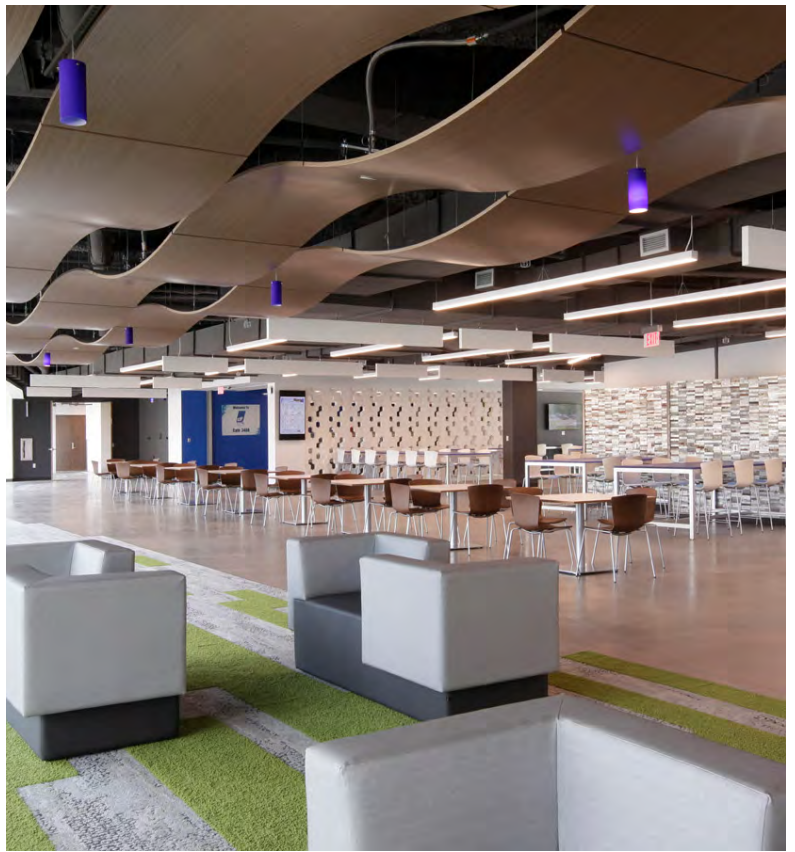
Size: 233,000 SF

Duration: Completed in 2017 on time and on budget.

American Institute of Architects | Design Excellence Commendation









# 3

## TEAM RESUMES

## CLIENT TEAM

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
"ON-CALL' BUILDING DESIGN



## TEAM

**SPECTORGROUP**  
PRIME ARCHITECT  
Architect Of Record

**MARC B. SPECTOR, FAIA**  
Principal In Charge

**JOSEPH RANDAZZO, AIA**  
PARTNER-IN-CHARGE  
Director of Project Management

PROJECT MANAGERS  
**PAUL ANDERSON, AIA**  
**THOMAS SCOTTO JR., AIA, NCARB**  
**CHRISTINA SMYRNI**

DESIGN DIRECTOR  
**MICHAEL J. MANNETTA, AIA**

LEAD TECHNICAL PROJECT ARCHITECT  
**JOHN MACHOVEC, RA**

PROJECT ARCHITECTS  
**JUSTIN STETZER, AIA**  
**DANIELLE SCHMIDT, AIA**  
**JOSEPH SUSERMAN**

INTERIOR DESIGN  
**RHONDA SCHARF, ASID**  
**STEPHANIE BIAS**

## CONSULTANTS

Site/Civil Engineer, Surveying and Landscape Architect

**BOHLER ENGINEERING**

Joseph A. Deal, PE Principal

Matthew J. Mrva, RLA | Director of Planning and Landscape Architecture

Eric Jeter, PE, LEED AP BD+C | Project Manager

Structural Engineer

**YSRAEL A. SEINUK, P.C. (MBE)**

George Ozga, PE | Principal-in-Charge

Roman Detyna, PE | Project Manager

Reinaldo F. Rojas | Senior Project Engineer

Tyson Eng | Chief Inspector

Piotr Michalik | Project Engineer

Cost Estimator & Scheduling

**ELLANA, INC. (WBE)**

Andrew Denyer, AVS | Senior Cost Estimator

Mechanical/Electrical Engineer

**CSA GROUP (MBE)**

Norman Hinsey, PE, LEED AP | Engineer of Record

Zhu Heng Zheng, PE | Senior Mechanical Engineer

Corneliu Vinatoru, PhD, PE | Senior Electrical Engineer

Plumbing and Life/Fire Safety Engineer

**JFK&M CONSULTING GROUP (WBE)**

Cindy Feinberg, PE, LEED AP | Principal-in-Charge, Project Manager

Thomas Ribarich, CIPE | Senior Plumbing & FP Engineer

Audio Visual / IT / Acoustics

**SHEN MILSOM WILKE (MBE)**

Robert Haddad | Principal, Audio Visual and IT

Anthony Bontomase | Principal, Acoustics

## PRINCIPAL



**Firm**  
Spectorgroup

**Professional Affiliations**  
American Institute of Architects  
Society of American Registered Architects  
NCARB

**Education**  
University of Michigan  
Bachelor of Architecture  
Master of Architecture  
  
Harvard University,  
Graduate School of Design  
Executive Education Program

**Licenses | Registration**  
New York, New Jersey,  
Connecticut, Pennsylvania,  
Massachusetts, Utah, Illinois,  
Colorado, Delaware, District of  
Columbia, Florida, Georgia, Maine  
Nevada, Tennessee, Washington

**Years With Spectorgroup**  
30

**Role | Principal-in-Charge**

- Team Leader
- Financial Management
- Resource Allocation
- Technical Expertise
- Leads Project Implementation
- Project Deliverable Oversight and Quality Control

### Professional Expertise

As Principal, Marc Spector, FAIA reframes the business of architecture to create value for design excellence and the profession through exemplary leadership. Moving the practice of architecture beyond traditional boundaries and market competition, Marc's influential business model is built on: the creation of impactful life spaces regardless of project constraints, cultivation of client and team relationships into friendships, growth in new markets and services, and continual advancement of design innovation hand-in-hand with profitable business practices.

Joining the firm in 1989, Marc earned his Master of Architecture from the University of Michigan and the Royal Danish Academy of Fine Arts School of Architecture. A passionate alumnus and invited guest lecturer and juror at the University of Michigan, Syracuse University and the New York Institute of Technology, Marc shares his entrepreneurial expertise and teaches best business practices of successful architectural firms on the graduate level, bridging the theory-practice continuum.

Marc is a member of the American Institute of Architects College of Fellows. Fellowship is the highest honor to be bestowed upon an architect within the profession, recognizing not only the achievements of the architect as an individual, but also an architect's contribution to the profession and to society.

### Select Project Experience

- NCDPW | Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City; New York - New Facility
- NCDPW | Nassau County Police Department - Center for Law Enforcement and Intelligence Program Study; Garden City, NY
- NCDPW | Nassau County Police Department & North Shore-Long Island Jewish Health System Joint Training Facility Study; Garden City, NY
- NCDPW | Nassau County Police Department - Center for Law Enforcement and Intelligence Program Study; Bethpage, NY
- NCDPW | Nassau County Matrimonial and Family Courts; Westbury, NY - Entire interior and exterior renovation of the 255,000 SF building.
- Kings Point Village Hall & Police Station; Kings Point, NY - New 14,000 SF facility to house the village hall, police department, courtroom and administration area.
- NYS OGS | Alfonse D'Amato Federal Courthouse & Office Building; Islip, NY - New 12-story, 870,000 SF federal courthouse. Houses 4 district courts per floor, 23 courtrooms and 24 judge's chambers, distinct circulation zones for the public, judicial staff, and detainees were provided by careful sequencing of layered public areas, courtrooms, and judges' chambers.
- NCDPW | Nassau County Aquatic Center Rehabilitation; East Meadow, NY
- NYS OMH & DASNY | Bronx Mental Health Redevelopment Project Master Plan; Bronx, NY
- NYS OMH & DASNY | Bronx Mental Health Residential Village; Bronx, New York
- SUCF/SUNY College at Old Westbury | Renovate Campus Center Building Exterior Envelope; Old Westbury, NY
- SUCF/SUNY Stony Brook Student Services Center Rehabilitation; Stony Brook, NY
- Pall Corporation Corporate Offices, Laboratories and R&D; Port Washington, NY

**Education**

New York Institute of Technology  
Bachelor of Science -  
Architecture Technology

Harvard University,  
Graduate School of Design  
Executive Education Program

**Professional Affiliations**

American Institute of Architects  
American Institute of Architects  
Long Island Chapter Board  
Member 2014

**Licenses | Registration**

New York, New Jersey

**Years With Spectorgroup**

34

**Role | Project Manager**

- Primary Point of Contact "SPOC"
- Track Schedule and Project Deliverables
- Code Review and Implementation
- Drawing Review and Coordination - Internal and Consultants Packages
- Track Project Budget

**Professional Expertise**

Mr. Randazzo possesses a broad range of experience, from large scale multi-phased mixed-use master planning projects, incorporating retail, residential and corporate offices to sports recreation centers to museums to campus educational facilities. Mr. Randazzo's management skills are concise and direct; he creates a team, a partnership of all parties involved. Mr. Randazzo is the key day-to-day client and team point of contact who orchestrates and ensures overall communication and coordination of entire project. Mr. Randazzo has managed some of the firm's most prestigious projects - Dealertrack Corporate Headquarters, Pall Corporation's Corporate Headquarters, SUNY College of Old Westbury's Campus Center Building Envelope renovation project and the SUNY Stony Brook Student Service Center. He was part of the design team for Nassau County Police Department's New Center for Law Enforcement and Intelligence in Garden City as well as Bethpage, New York. With the firm for over 30 years, he continues to be a key player, managing large-scale projects for Spectorgroup. Mr. Randazzo is a graduate of The New York Institute of Technology, an active member in The American Institute of Architects and is licensed in New York and New Jersey.

**Select Project Experience**

- NCDPW | Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City; New York - New Facility
- NCDPW | Nassau County Police Department & North Shore-Long Island Jewish Health System Joint Training Facility Study; Garden City, NY
- NCDPW | Nassau County Police Department - Center for Law Enforcement and Intelligence Program Study; Bethpage, NY
- NCDPW | Nassau County Matrimonial and Family Courts; Westbury, NY - Entire interior and exterior renovation of the 255,000 SF building.
- SUCF/SUNY Stony Brook Student Services Center Building; Stony Brook, NY - 150,000 SF total building envelope and interior redesign for the Student Services Building
- Kings Point Village Hall & Police Station; Kings Point, NY - New 14,000 SF facility to house the village hall, police department, courtroom and administration area.
- NYS OGS | Alfonse D'Amato Federal Courthouse & Office Building; Islip, NY - New 12-story, 870,000 SF federal courthouse. Houses 4 district courts per floor, 23 courtrooms and 24 judge's chambers, distinct circulation zones for the public, judicial staff, and detainees were provided by careful sequencing of layered public areas, courtrooms, and judges' chambers.
- Pall Corporation Corporate Headquarters; Port Washington, NY
- Port Washington UFSD; Port Washington, NY - District Wide Major Additions/Alterations and General Renovations.
- NCDPW - Nassau County Aquatic Center Restoration; East Meadow, NY
- SUCF/SUNY College at Old Westbury Exterior Envelope for Building Nos. 51 & 56 - 350,000 SF total building envelope redesign, partial roof; Old Westbury, NY
- NYSED - Port Washington UFSD; Port Washington, NY
- NJSCA - Elizabeth School District; Elizabeth, NJ
- NJSCA - Newark School District; Newark, NJ
- Manhasset Lakeville Firehouse; Manhasset, NY
- Dealertrack Technologies Headquarters; North Hills, NY - New 233,000 SF building





**Firm**  
Spectorgroup

**Professional Affiliations**  
American Institute of Architects

**Education**  
New York Institute of Technology  
Bachelor of Architecture

Harvard University,  
Graduate School of Design  
Executive Education Program

**Licenses | Registration**  
New York

**Years With Spectorgroup**  
37

**Role | Lead Design**

- Creative Lead
- Concept Design, Design and Technical Resource
- Leads visioning, programming, planning and design
- Directs furniture selection process

## Professional Expertise

As Senior Partner, Mr. Mannetta oversees specific specialized projects as well as being an award winning design director for over thirty five years at the Spectorgroup. These projects range from large public work projects, multi-phased master plans, educational facilities, corporate headquarters, large-scale mixed-use projects, corporate buildings and interiors, historical renovations and courthouses to the entire educational arena. Throughout his distinguished career, Michael has won multiple awards nationally and internationally for work that is now approaching 22 million square feet of completed space. Mr. Mannetta was the lead designer for the Nassau County Police Department Center for Law Enforcement Training and Intelligence. Completed projects include the Alfonse D'Amato Federal Courthouse and Office Building, SUNY College of Old Westbury Campus Center Building Envelope Project and the Port Washington UFSD district wide additions and renovations.

## Select Project Experience

- NCDPW | Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City; New York - New Facility
- NCDPW | Nassau County Police Department - Center for Law Enforcement and Intelligence Program Study; Garden City, NY
- NCDPW | Nassau County Police Department & North Shore-Long Island Jewish Health System Joint Training Facility Study; Garden City, NY
- NCDPW | Nassau County Police Department - Center for Law Enforcement and Intelligence Program Study; Bethpage, NY
- NCDPW | Nassau County Matrimonial and Family Courts; Westbury, NY - Entire interior and exterior renovation of the 255,000 SF building.
- SUCF/SUNY Stony Brook | Student Services Center; Stony Brook, NY - 150,000 SF total building envelope and interior redesign for the student Services Building
- NYS OGS | Alfonse D'Amato Federal Courthouse & Office Building; Islip, NY - New 12-story, 870,000 SF federal courthouse. Houses 4 district courts per floor, 23 courtrooms and 24 judge's chambers, distinct circulation zones for the public, judicial staff, and detainees were provided by careful sequencing of layered public areas, courtrooms, and judges' chambers.
- Pall Corporation R&D, Laboratories and Corporate Headquarters; Port Washington, NY - 275,000 SF exterior and interior renovation and addition
- Port Washington UFSD; Port Washington, NY - District Wide Major Additions/Alterations and General Renovations.
- SUCF/SUNY College at Old Westbury | Exterior Envelope for Buildings Nos. 51 & 56: Old Westbury, NY 350,000 SF total building envelope redesign, partial roof renovation, new windows, administrative offices, conditions assessment report
- Town of North Hempstead "On-Call" Services; North Hempstead, NY
- Nassau County Aquatic Center Rehabilitation; East Meadow, NY
- NYS OMH & DASNY | Bronx Mental Health Redevelopment Project Master Plan; Bronx, NY
- NYS OMH & DASNY | Bronx Mental Health Residential Village; Bronx, New York
- Dealertrack Corporate Headquarters; North Hills, NY - New 233,000 SF headquarters.
- NYSED / Multiple Renovation/Additions throughout various School Districts on Long Island

# Thomas Scotto Jr., AIA, NCARB

## ASSISTANT PROJECT MANAGER



### Firm

Spectorgroup

### Education

New York Institute of Technology  
Bachelor of Science  
Architectural Technology

### Professional Affiliations

American Institute of Architects  
NCARB

**Licenses | Registrations** New York,  
New Jersey

**Years With Spectorgroup:** 21

### Certifications

NYC DOB 4 HR Supported Scaffold  
OSHA 10 Hour Construction

### Role | Assistant Project Manager

- Track Schedule and Project Deliverables, Code Review and Implementation, Drawing Review and Coordination - Internal and Consultants Packages and Tracking Project Budget

### Professional Expertise

Thomas is responsible for managing – at both a strategic and operational level – the company's key frontline functions. He provides leadership and direction to meet client demands, improve staff performance and maintain firm compliance. His 20+ years of experience as a project manager and project architect, combined with his extensive expertise in construction, have yielded an expert understanding of the operational complexities of a global architecture and design practice. Thomas is a licensed architect in New York and New Jersey and has a Bachelor of Architecture from the New York Institute of Technology. He is a member of the American Institute of Architects, National Council of Architectural Registration Boards and is the recipient of several construction certifications.

### Select Project Experience

- OMH/DASNY - Bronx Mental Health Residential Village, Bronx NY | Performed construction administration for a \$52 million contract comprised of 3 buildings. Tasks ranged from bid coordination, Addenda/RFI's, onsite coordination meetings, submittal review & field representative. Head of Construction Administration.
  - » DASNY NYS OMH | New Transitional Living Residence | 46,001 SF. | Two separate residences programs, each with 48 beds (totalling 96 beds). Each program space contains units with shared toilets and common living and dining rooms. Head of Construction Administration.
  - » DASNY NYS OMH | New Horizon House Haven House | 25,853 SF. | Two separate residences, one with 24 beds and another with 20 beds totalling 44). Both of these residences will have shared toilets along with common living and dining areas. Head of Construction Administration.
  - » DASNY NYS OMH | New Studio Residence | 24,665 SF. | Consists of living units and associated support and administrative spaces for 48 residents. Head of Construction Administration.
- Prudential; Newark, NJ | 400,000 SF multi-phased project included an exterior upgrade, a redesign of the main lobby, multiple executive floors and a 25,000 SF cafeteria.
- Marcum LLP; Boston, Massachusetts, Deerfield, Illinois | Project Manager. 100,000 SF new accounting office workplace as part of a major national roll out. Project Manager.
- Pall Corporation Corporate Headquarters; Port Washington, NY | Project Architect. 275,000 SF Exterior and interior renovation.
- Spectorgroup Offices; Woodbury, New York | Project Architect. 15,000 SF exterior and interior renovation. Project Architect.



### Education

New York Institute Of Technology  
Bachelor Of Science - Architecture  
Technology

Harvard University,  
Graduate School Of Design  
Executive Education Program

### Professional Affiliations

American Institute Of Architects

### Registration

New York, New Jersey

### Years With Spectorgroup

30

### Responsibilities

- Review Of Production Documents
- Project Checklists
- Project Audits And Methodology And Standards Development

Mr. Anderson has been with Spectorgroup for 29 years and has been involved in a variety of building types including educational, corporate, interior design, health care, residential and civic/institutional. As field representative for SUNY Old Westbury, Paul observed construction to ensure compliance with the construction documents and acted as interface between the SUCF, Spectorgroup, Old Westbury and the contractor. As a member of Spectorgroup's in-house Quality Assurance Team, he places a major emphasis on quality control procedures in preparing and checking construction documents and specifications in order to produce a complete, precise and coordinated set of bid documents. Under his direction the team will continuously review, evaluate and confirm that the documents are thorough, technically correct, coordinated, on schedule and within budget for the duration of the project.

### Select Project Experience

- SUNY College at Old Westbury Old Westbury, NY | 350,000 SF | Spectorgroup provided full design services to enhance and renovate the entire building exterior envelope and partial interiors of the 350,000 square foot, multi-story building. Paul observed construction to ensure compliance with the construction documents and acted as interface between the SUCF, Spectorgroup, Old Westbury and the contractor
- SUNY Stony Brook Roosevelt Quad Condition Study Stony Brook, NY Complete assessment of existing conditions, delineating all damage to 4 buildings and Surveyed the facades of the buildings and made recommendations for the remediation of the brick and concrete surfaces
- Birch Wathen Lenox School New York, NY | BWL is a historical nine-story masonry building which required extensive renovations to bring it up to 21st century standards
- Great Neck School District Great Neck, NY | District wide renovations and additions
- Westbury School District Westbury, NY | District wide renovations and additions
- DASNY NYS OMH Residential Village | The primary goal was to design buildings that are residential in feeling and form and at the same time durable and cost-effective. Efficient planning strategies and choice of appropriate materials and systems contributed to designs that were affordable and easy to build



### PROJECT MANAGER



#### Education:

Master of Advanced Architectural Design |  
Columbia University

New York Institute of Technology  
Bachelor of Science - Architecture Technology

#### Years With Spectorgroup

24, 5 years with Spectorgroup

Cristina has over 20 years of experience working as a project manager and project architect on a wide spectrum of projects, ranging from high rise buildings and core and shell to commercial interiors and high-end residential. At Spectorgroup she is responsible for project administration, consultant coordination and construction documentation. Her eye for detail, budget and schedule allows for seamless execution of project delivery.

#### Select Project Experience

- Audible Innovation Cathedral Newark, NJ
- Pinebridge Investments New York, NY | 60,000 SF 3-Floor Vertical Campus Interior Renovation
- The Box Factory New York NY | 60,000 SF Co-working Space with Studios
- William Morris Endeavor New York NY | 60,000 SF Interior Renovation
- The Well New York NY | Wellness Spa

#### Responsibilities

- Review of production documents
- Project checklists
- Project audits and methodology and standards development

## Danielle Schmidt

### PROJECT ARCHITECT



#### Firm

Spectorgroup

#### Education:

University at Buffalo  
Bachelor of Science in  
Architecture  
Texas A&M University  
Master of Architecture

#### Professional Affiliations

- American Institute of Architects

Registration: New York

#### Professional Expertise

Ms. Schmidt has been involved in a variety of building types including corporate, interior design, educational, residential and civic/institutional. She coordinates contract documents and specifications, reviews shop drawings and performs construction administration duties. Danielle interfaces with the Project Manager and Project Designer and adheres to the project schedule and budget. Her ability to keep an eye on schedule and budget has resulted in a strong portfolio of successful projects.

#### Select Project Experience

- JPMorgan Chase Multiple Projects
- Audible Innovation Cathedral Newark NJ | 800,000 SF gut renovation of a church.
- One Washington Park - Lobby renovation, interior renovations to the 13th, 16th and 17th floors, interior renovations to the celebrity studios and sound studios.
- Audible.com an Amazon Company, Jersey City NJ | 70,000 SF Interior renovations to the 23rd and 26th floors.
- 45 Harrison Street; New Rochelle, NY
- Nature Conservancy; New York, NY
- Nassau County Police Department Center for Training and Intelligence; Garden City, NY
- Nassau County Matrimonial and Family Courts; Westbury, NY
- 30 Howard; New York, NY
- Avant Gardner; New York, NY
- Marcum LLP; Philadelphia, PA
- 115 7th Avenue – Sosa; New York, NY



**Firm**  
Spectorgroup

**Education**  
Pennsylvania State University  
Bachelor of Architecture

Harvard University, Graduate  
School of Design  
Executive Education Program

**Licenses | Registration**  
New York

**Years With Spectorgroup**  
32

**Role | Project Architect**

- Construction Drawings
- Construction Administration and Coordination with Consultants

### Professional Expertise

During his tenure with the Spectorgroup, Mr. Machovec has been involved in a variety of building types including civic/institutional, educational, corporate, interior design, health care and residential. Working directly with the Project Manager and engineering consultants, John provides seamless coordination throughout the construction administration phase of various high-end municipal projects. Under his direction the team will continuously review, evaluate and confirm that the documents are thorough, technically correct, coordinated, on schedule and within budget for the duration of the project. His ability to keep an eye on schedule and budget has resulted in a strong portfolio of successful projects. As Lead Technical Architect, Mr. Machovec will overview planning and design efforts to guarantee the most efficient, economical, sustainable, buildable design solutions even at the earliest stages of conceptual thought.

### Select Project Experience

- Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City; New York - New Facility
- NCDPW | Nassau County Matrimonial and Family Courts; Westbury, NY - Entire interior and exterior renovation of the 255,000 SF building.
- NYS OGS | Alfonse D'Amato Federal Courthouse & Office Building; Islip, NY - New 12-story, 870,000 SF federal courthouse. Houses 4 district courts per floor, - 23 courtrooms and 24 judge's chambers. In response to functional and security requirements, distinct circulation zones for the public, judicial staff, and detainees were provided by careful sequencing of layered public areas, courtrooms, and judges' chambers.
- Pall Corporation Corporate Offices, Laboratories and R&D; Port Washington, NY 275,000 SF exterior and interior renovation and addition
- Port Washington UFSD; Port Washington, NY - District Wide Major Additions/Alterations and General Renovations.
- Dealertrack Corporate Headquarters; North Hills, NY - New 233,000 SF headquarters.
- SUCF/SUNY Stony Brook Student Services Center Building - 150,000 SF total building envelope and interior redesign for the Student Services Building; Stony Brook, NY
- SUCF/SUNY College at Old Westbury Exterior Envelope for Building Nos. 51 & 56 - 350,000 SF total building envelope redesign, partial roof; Old Westbury
- NYS OMH/DASNY Bronx Mental Health Redevelopment Projects - Central Services Building / Central Utilities Plant (CSB/CUP); Bronx, NY
- NCDPW - Nassau County Aquatic Center Restoration; East Meadow, NY
- World Financial Center Retail Renovation - Brookfield Properties; World Financial Center, NY
- World Financial Entry Pavilion; World Financial Center, NY
- Computer Associates World Headquarters; Islandia, NY

## PROJECT ARCHITECT



**Firm**  
Spectorgroup

**Education**  
Syracuse University  
Bachelor of Architecture

**Registration**  
New York

**Years With Spectorgroup:** 10

**Role | Project Architect and BIM**

- Reviews shop drawings & submittals.
- Coordinates responses to RFI's.
- Construction administration.
- Coordination with all consultants.
- Project site visits during construction.

**Professional Expertise**

Justin coordinates contract documents and specifications, reviews shop drawings and performs construction administration duties. He interfaces with the Project Manager and Project Designer and adheres to the project schedule and budget. Ms. Stetzer's ability to keep an eye on schedule and budget has resulted in a strong portfolio of successful projects. Mr. Stetzer is a BIM/Revit and AutoCad Lead Specialist in our office.

**Select Project Experience**

- SUNY College at Old Westbury Old Westbury, NY | 350,000 SF | Spectorgroup provided full design services to enhance and renovate the entire building exterior envelope and partial interiors of the 350,000 square foot, multi-story building. Window Replacement.
- SUNY Stony Brook Student Services Center Stony Brook, NY | 170,000 SF | New state of the art Student Service Center to enrich the campus experience, boost enrollment and lead SBU into a new expanding education experience. Window Replacement.
- 45 Harrison Street | New Rochelle, NY - 24-story Mixed-Use Development The re-imagine consisted of a two-phase, two-building, \$390 million project including 545 housing units, 80,000 square feet of retail, 80,000 square feet of office space and nearly 1,120 parking spaces.
- Nassau County Family and Matrimonial Courts Mineola, NY | Entire interior and exterior renovation of the 255,000 SF building. Window Replacement.
- Marcum LLP; National Roll-Out (to date Boston, Chicago, San Francisco, Costa Mesa and Philadelphia) Spectorgroup (re)imagined the workplace for one of the largest accounting firms as part of a major national roll-out, with Marcum's Boston office re-positioned first. The concept breaks from the traditional accounting industry norm to express the idea of an energetic workplace environment. These projects were designed in BIM/Revit.
- Factory Building; Long Island City, NY. Partial Window Replacement.
- SOSA - 115 7th Avenue; New York, NY | Zoning and Massing Analysis, Full Architectural and Interior Design Services (core and shell, tenant).
- JP Morgan Chase; Various locations throughout NYC. Project was designed in BIM/Revit.
- Bond Collective; 55 Broadway and 60 Broad Street; New York, NY.
- 123 William Street Lobby; New York, NY.
- Nassau County Family and Matrimonial Courts; Westbury, NY.



**Firm**  
Spectorgroup

**Education**  
New York Institute of Technology  
Bachelor of Science  
Architectural Technology

**Years With Spectorgroup:** 20

**Role | Project Architect and BIM**

- Reviews shop drawings & submittals.
- Coordinates responses to RFI's.
- Construction administration.
- Coordination with all consultants.
- Project site visits during construction.

**Professional Expertise**

Mr. Suserman has been involved in a variety of building types including institutional, corporate, interior design, educational, residential and civic. Mr. Suserman coordinates contract documents and specifications, reviews shop drawings and performs construction administration duties. He interfaces with the Project Manager and Project Designer and adheres to the project schedule and budget. Mr. Suserman's ability to keep an eye on schedule and budget has resulted in a strong portfolio of successful projects. As project architect on the OMH and DASNY's Bronx Behavioral Health Center, Joe worked on all aspects of the documentation from the design phase to the construction document phase (in REVIT). He coordinated with the Structural/MEP/Site Engineers on all the documents, and he assisted the Project Manager and Field Representative in the construction administration phase (in REVIT).

**Select Project Experience**

- DASNY NYS OMH Residential Village | The primary goal was to design buildings that are residential in feeling and form and at the same time durable and cost-effective. Efficient planning strategies and choice of appropriate materials and systems contributed to designs that were affordable and easy to build. Project Architect.
  - » DASNY NYS OMH | New Transitional Living Residence | 46,001 SF. | Two separate residences programs, each with 48 beds (totalling 96 beds). Each program space contains units with shared toilets and common living and dining rooms. Project Architect.
  - » DASNY NYS OMH | New Horizon House Haven House | 25,853 SF. | Two separate residences, one with 24 beds and another with 20 beds totalling 44). Both of these residences will have shared toilets along with common living and dining areas. Project Architect.
  - » DASNY NYS OMH | New Studio Residence | 24,665 SF. | Consists of living units and associated support and administrative spaces for 48 residents. Project Architect.
  - » DASNY NYS OMH | New Central Services Building (CSB) & Central Utility Plant (CUP) | The facility is shared support space and utility services for the Adult & Children's Hospital. Project Architect
- SUCF/SUNY College at Old Westbury Exterior Envelope for Building Nos. 51 & 56 - 350,000 SF total building envelope redesign, partial roof; Old Westbury
- New Jersey EDA; State of New Jersey
- NYS OGS | Alfonse D'Amato Federal Courthouse & Office Building; Islip, NY - New 12-story, 870,000 SF federal courthouse. Houses 4 district courts per floor, - 23 courtrooms and 24 judge's chambers. In response to functional and security requirements, distinct circulation zones for the public, judicial staff, and detainees were provided by careful sequencing of layered public areas, courtrooms, and judges' chambers.



## INTERIOR DESIGN



## Education

George Washington University  
Bachelor of Arts

New York Institute of Technology  
Interior Design Certificate

## Years With Spectorgroup

11

## Professional Expertise

With over 15 years of experience in interior design, Rhonda Scharf has established a reputation for creating dynamic environments for a wide selection of corporate, institutional, financial, legal, and residential clients throughout the tristate area. Her experience in workplace design, combined with a strong background in planning and trend awareness and practices, assures that she obtains the most innovative and practical results for her clients and creates spaces that surpass their expectations. Rhonda's true expertise lies in understanding the unique vision of each and every client, while carefully listening to their exact desires and working very closely with them throughout the process. Rhonda is a Professional Member of the American Society for Interior Designers (ASID). Her accolades include eleven prestigious awards in institutional, corporate interiors and residential design from the American Institute of Architects.

## Select Project Experience

- NCDPW | Nassau County Police Department Center for Law Enforcement Training and Intelligence; Garden City; New York
- NYS OMH & DASNY | Bronx Mental Health Residential Village; Bronx, New York Stony Brook University Student Services Center; Stony Brook, NY
- Pall Corporation Corporate Headquarters, Laboratories, R&D; Port Washington, NY
- Stony Brook Medicine; Ronkonkoma, NY
- Audible Innovation Cathedral; Newark, NY
- Northville Industries; Melville, NY
- Underwriters Laboratories (UL); Melville, NY
- Nathan's Famous; Jericho, NY

## Stephanie Bias

## INTERIOR DESIGN | FURNITURE



## Education

- Indiana University Of Pennsylvania Bachelors Of Interior Design

## Affiliations

- Leed Green Associate

## Responsibilities

- Materials and finishes
- Furniture selection and procurement

## Professional Expertise

As an interior designer Stephanie works with clients to understand the spatial scope of a project and convert that proposed scope into actionable interior design recommendations. She is well-versed in the latest products, materials, trends and innovations.

## Select Project Experience

- Bancker Construction; Long Island, NY
- General Cannabis; Long Island, NY
- New Mountain Capital; New York, NY
- Nikon Headquarters; Melville, NY The Gateway School; New York, NY
- JPMorgan Chase; 390 Madison, 277 Park Avenue; New York, NY
- Amazon | Audible Innovation Cathedral; Newark, NJ
- 30 Howard; New York, NY
- SOSA NYC Cyber Center; New York, NY
- PineBridge Investments; New York, NY

To: Licensee/Registrant

- ◆ Please review the Registration Certificate below to be sure the information on it is correct.
- ◆ If any of the information is not correct, please contact us at [OPREGFEE@mail.nysed.gov](mailto:OPREGFEE@mail.nysed.gov) or (518) 474-3817, Ext. 410.
- ◆ If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- ◆ Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

**UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.**

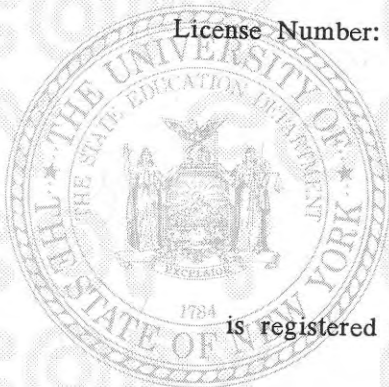
SEE BACK FOR IMPORTANT INFORMATION

*The University of the State of New York*  
*Education Department*  
*Office of the Professions*  
**REGISTRATION CERTIFICATE**  
*Do not accept a copy of this certificate*

License Number: 026444-01

Certificate Number: 1151724

SPECTOR MARC BRIAN  
220 CROSSWAYS PARK W,  
WOODBURY NY 11797-0000



is registered to practice in New York State through 10/31/2023 as a(n)  
**ARCHITECT**

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

*Sharon L. Tate*  
INTERIM COMMISSIONER OF EDUCATION

*Darrah A. Benson*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

*This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit [www.op.nysed.gov](http://www.op.nysed.gov).*

COUNTY OF NASSAU

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

1. Name of the Entity: Spectorgroup 11, LLP

Address: 220 Crossways Park West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: 11-3140734

3. Type of Business: Partnership (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):

1 File(s) uploaded A (iii).pdf

*No principals have been attached to this form.*

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

If none, explain.

1 File(s) uploaded A (ii).pdf

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 02/25/2021 09:17:47 AM

Title: Principal



**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.

Long Island  
220 Crossways Park West  
Woodbury New York 11797  
516 365 4240

New York  
183 Madison Avenue  
New York New York 10016  
212 599 0055

design@spectorgroup.com  
www.spectorgroup.com

**Spectorgroup**

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 55 years.

Marc B. Spector FAIA – 99%



MBS Architectural Services – 1%  
(Sole Shareholder is Marc Spector)

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220 Crossways Park West  
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**Spectorgroup**

Marc B. Spector FAIA – 99%







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

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

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

| <b>PRODUCER</b><br>PG Genatt Group LLC<br>3333 NEW HYDE PARK RD<br>SUITE 409<br>NEW HYDE PARK NY 11042                       | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME</b> Alyson Graziosi</td> </tr> <tr> <td><b>PHONE (A/C, No., Ext)</b> 516-869-8788</td> <td><b>FAX (A/C, No)</b> 516-470-0338</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS</b> agraziosi@crpgp.com</td> </tr> </table>   | <b>CONTACT NAME</b> Alyson Graziosi |  | <b>PHONE (A/C, No., Ext)</b> 516-869-8788 | <b>FAX (A/C, No)</b> 516-470-0338                 | <b>E-MAIL ADDRESS</b> agraziosi@crpgp.com |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
|--|--|-------------------------------------|--|---|---|---|-------|--|--|-------|------------------|--|--|------------------|--|--|------------------|--|--|------------------|--|--|
| <b>CONTACT NAME</b> Alyson Graziosi  |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>PHONE (A/C, No., Ext)</b> 516-869-8788  | <b>FAX (A/C, No)</b> 516-470-0338  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>E-MAIL ADDRESS</b> agraziosi@crpgp.com  |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURED</b><br>Spectorgroup 11, LLP<br>dba Spector Group Architects<br>220 Crossways Park Drive West<br>Woodbury NY 11797 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A</b> Twin City Fire Insurance Company</td> <td></td> <td>29459</td> </tr> <tr> <td><b>INSURER B</b> State Insurance Fund Workers' Compensation Fund</td> <td></td> <td>36102</td> </tr> <tr> <td><b>INSURER C</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F</b></td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE       |  | NAIC #                                    | <b>INSURER A</b> Twin City Fire Insurance Company |   | 29459 | <b>INSURER B</b> State Insurance Fund Workers' Compensation Fund |  | 36102 | <b>INSURER C</b> |  |  | <b>INSURER D</b> |  |  | <b>INSURER E</b> |  |  | <b>INSURER F</b> |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                              |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER A</b> Twin City Fire Insurance Company  |  | 29459                               |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER B</b> State Insurance Fund Workers' Compensation Fund   |  | 36102                               |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER C</b>   |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER D</b>   |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER E</b>   |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |
| <b>INSURER F</b>   |  |                                     |  |   |   |   |       |  |  |       |                  |  |  |                  |  |  |                  |  |  |                  |  |  |

**COVERAGES**
**CERTIFICATE NUMBER:** 647411266

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br>GEN'L AGGREGATE L MIT APPL ES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCR PTION OF OPERATIONS below   | Y/N       | N/A      | H22544894     | 1/17/2021               | 1/17/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACC DENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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)  
 County of Nassau is included as additional insured as required by written contract.

**CERTIFICATE HOLDER**
**CANCELLATION 30 DAY NOTICE APPLIES**

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

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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| <b>INSURER C</b>   |   |                                     |  |   |                                   |  |  |
| <b>INSURER D</b>   |   |                                     |  |   |                                   |  |  |
| <b>INSURER E</b>   |   |                                     |  |   |                                   |  |  |
| <b>INSURER F</b>   |   |                                     |  |   |                                   |  |  |

**COVERAGES** **CERTIFICATE NUMBER:** 647411266 **REVISION NUMBER:**

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|---|---|-----------------------------------|----------|---------------|-------------------------|-------------------------|--|---|---------------------------------|---|--------------------|------------------------------|--------------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br><br>GEN'L AGGREGATE L MIT APPL ES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                   |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE                                 | \$ 1,000,000                    | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000         | 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 |  | \$ |
| EACH OCCURRENCE                                 | \$ 1,000,000  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 300,000  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| 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   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                                   |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>   | COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000                    | BODILY INJURY (Per person)                | \$                 | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$                          |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| BODILY INJURY (Per person)                      | \$  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| BODILY INJURY (Per accident)                    | \$  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                  | \$  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|   | \$  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| A   | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$   |                                   |          | 12SBAAA7289SB | 7/16/2020               | 7/16/2021               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>  | EACH OCCURRENCE                                 | \$ 5,000,000                    | AGGREGATE                                 | \$ 5,000,000       |                              | \$           |                                |              |                   |                             |                        |              |  |    |
| EACH OCCURRENCE                                 | \$ 5,000,000  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| AGGREGATE                                       | \$ 5,000,000  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
|   | \$  |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| B   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCR PTION OF OPERATIONS below   | Y / N<br><input type="checkbox"/> | N / A    | H22544894     | 1/17/2021               | 1/17/2022               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACC DENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>   | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER |   | E.L. EACH ACC DENT |                              | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE     |              | \$ 1,000,000      | E.L. DISEASE - POLICY LIMIT |                        | \$ 1,000,000 |  |    |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER   |                                   |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| E.L. EACH ACC DENT                              |   | \$ 1,000,000                      |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                   |                             |                        |              |  |    |
| E.L. DISEASE - EA 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)  
 County of Nassau is included as additional insured as required by written contract.

**CERTIFICATE HOLDER**
**CANCELLATION 30 DAY NOTICE APPLIES**

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

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

|  |   |
|--|---|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)<br/> <b>SPECTORGROUP 11, LLP</b><br/> <b>220 CROSSWAYS PARK WEST</b><br/> <b>WOODBURY, NY 11797</b></p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p> | <p>1b. Business Telephone Number of Insured<br/><br/> <b>0000000000</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number<br/><br/> <b>11-3140734</b></p>  |
| <p>2. Name and Address of Entity Requesting Proof of Coverage<br/> <small>(Entity Being Listed as the Certificate Holder)</small><br/> <b>Nassau County Department of Public Works</b><br/> <b>1194 Prospect Avenue</b><br/> <b>Westbury, NY 11590</b></p>   | <p>3a. Name of Insurance Carrier<br/> <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/> <b>T30939-000</b></p> <p>3c. Policy effective period<br/> <b>1/1/2018</b> to <b>10/12/2021</b></p> |

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

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

Date Signed **10/13/2020** By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **(212) 355-4141** Name and Title **SUPERVISOR-DBL/POLICY SERVICES**

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

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

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

**State of New York**  
**Workers' Compensation Board**

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

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

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

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



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



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

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

**FROM:** Department of Public Works

**DATE:** January 5, 2021

**SUBJECT:** Nassau County Family and Matrimonial Court  
Recommendation to Amend Professional Services Agreement with Spector Group  
Agreement No.: B90632-02C  
Encumbrance No.: CFPW17000013  
Capital Project No.: B90632

Introduction and Statement of Need:

The Family and Matrimonial Court project, which was mandated by the Court Facilities Act (1987), is being constructed in two (2) phases. Phase I of the Family and Matrimonial Court project, which is a large and complex project, consists of the building core and shell. Phase 2 of this project will consist of the complete build-out of the interior and the completion of site development work such as paved parking areas, walks, and landscaping.

In August of 2017, under the prior administration, Spector Group (Spector) was issued a notice to proceed for the design of Phase 2, the interior fit out of Court Complex, which was to be conducted during the closing stages of the Phase 1 construction. Shortly after the Curran Administration took Office, DPW was directed to conduct a review of the Court Complex, including systemic issues regarding delay and cost. If the County now wanted the Court Complex to be “complete”, then DPW would need to fix some of the design errors caused by the Phase 1 design team by ensuring that the Phase 2 design and the conclusion of the Phase 1 construction would be aligned. The agreement with the Phase 1 design team was set to expire prior to the completion of that phase of construction, and the County did not desire to extend the term of that agreement, therefore, Spector, having detailed knowledge of the project, was tasked to provide continued Construction Administration services during the completion of the Phase 1 work. It was projected that the Phase 1 construction would be complete prior to the end of 2019.

However, interruptions in the installation of the exterior metal panels and insulated glass have resulted in delays for which the construction contractor is being held responsible. These delays were compounded by impacts due to **COVID-19**, where the Contractor suspended work for almost two (2) months. Unfortunately, the **COVID-19** pandemic hit the US (NY in particular) in early 2020, and the Contractor suspended work on Phase 1 on April 1, 2020. Additionally, incomplete work, punch list work, unaccepted terra cotta work (which requires re-work), and the lead time for terra cotta replacement will delay completion of the project until April 2021. Throughout the delay, Spector has continued to provide Construction Administration services.

In accordance with established County procedures, DPW in association with Jacobs Project Management Co. (Jacobs) and the Construction Manager, LiRo Program and Construction Management, P.C. (LiRo), continues the Phase 1 evaluation of project costs associated with Category 3 and Category 4 Change Orders (Consultant’s Errors and Omissions).

The contract with Spector was last amended in 2019. The proposed amendment will compensate Spector for additional services rendered in 2020 and will replenish funds reallocated from the original contract for the continuance of their professional services through August 2022 (the anticipated conclusion of Phase 2).

Technical Necessity and Status of the Project

The Family and Matrimonial Court project is being advanced in two (2) phases and three (3) general construction contracts. We anticipate that the Phase 1 construction contract will be complete by April 2021, allowing the Phase 2 construction contractor to be issued a Notice to Proceed, and work to progress uninterrupted thereafter. The third construction contract, for the Family Justice Center, is slated to commence nine (9) months after the start of the Phase 2 construction contract and run concurrent with Phase 2.



Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
January 5, 2021  
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Subject: Nassau County Family and Matrimonial Court  
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As previously explained, we have needed Spector's Construction Administration services through the conclusion of the project (August 2022) in addition to creating the punch-out list, post-construction, and close out segments of the Phase 1 project.

Spector is assisting in the transition from Phase 1 to Phase 2 and the Family Justice Center, providing the necessary continuity and coordination. The level of staffing assigned to the project by Spector (and the resulting costs) are necessary to oversee the punch out, post-construction and close out phase of a project of this magnitude.

The Contract Requirements and the History of this Amendment:

Spector's Agreement, B90632-02C, was executed on August 24, 2017, with a term of three (3) years and the provision that the Department may extend the agreement by letter for an additional two (2) years (please note that this option was exercised by the Department on August 12, 2020).

To realign the Court Complex as requested by the Curran Administration, DPW needed to reallocate tasks immediately within the Spector contract. This reallocation did not exceed the approved monies in the contract. The new tasks and goals of the realignment included:

- (1) ensuring that Phase 1 work including the structural framing and the completion of the building envelope, was done in a manner to coordinate with Phase 2, the interior fit out work.
- (2) preventing avoidable change orders similar to the orders associated with the Phase 1 construction.
- (3) identifying unknown conditions and the quality of work associated with the Phase 1 Architect.
- (4) ensured that the Phase 1 architect's scope of work was not expanded through an amendment.
- (5) fully utilizing the floor area of the building by avoiding leaving "gray space", creating the new County agency, the Family Justice Center.

In June 2019, Spector's Agreement was subsequently amended (Amendment No. 1) to replenish funding reallocated for the extra services noted above, increasing funding by One Million Three Hundred Eighty-Six Thousand dollars (\$1,386,000).

Since Phase 1 construction has now extended beyond the projected completion date, partially due to impact of **COVID-19**, DPW again needed to reallocate additional tasks immediately within the Spector contract for the same tasks as noted in the preceding paragraph for which Amendment #1 was done. The cost of these additional services performed by Spector was Three Hundred Four Thousand Five Hundred Dollars (\$304,500.00) and was reallocated from the Construction Administration portion of the Phase 2 contract.

In November 2019, Spector requested an interim fee adjustment based on the bid amount and the terms contained in their personal service agreement with the County. This request was granted, and funds were reallocated from the Construction Administration portion of the work in the amount of One Hundred Forty-Seven Thousand Dollars (\$147,000.00).

Once work on Phase 1 resumed in late May 2020, the Contractor made slow progress and it became apparent that there would be a need for continued Construction Administration services on Phase 1. Spector has continued to provide Construction Administration services for Phase 1, in the interest of the County, and has proposed a fee of Forty-Two Thousand Dollars (\$42,000) for this work.

The Entrance Canopy design, which has been removed from the extent of the Phase 1 work and shifted into Phase 2, requires revision due to design errors and field conditions. Being a detailed and expensive portion of the building, and to have a competitive bid price, Spector was asked to design and prepare construction documents relating to the Entrance Canopy. This work is beyond the scope of the Spector's original contract. The cost of this work shall not exceed Thirty-Five Thousand Dollars (\$35,000).

Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
January 5, 2021  
Page 3 of 4

Subject: Nassau County Family and Matrimonial Court  
Recommendation to Amend Professional Services Agreement with Spector Group  
Agreement No.: B90632-02C  
Encumbrance No.: CFPW17000013  
Capital Project No.: B90632

Spector has proposed a fee associated with the coordination of work relating to the new Family Justice Center. The design and preparation of construction documents for this space were prepared by in-house staff but have not been extensively coordinated with the Phase 2 documents. This work is beyond the scope of the original contract. The cost of this work shall not exceed Ninety-Four Thousand Three Hundred Dollars (\$94,300).

Reasons why the Amendment was not achieved before Expiration:

The subject agreement has not expired. However, available funding for Spector's Phase 2 Construction Administration portion of the project have been reduced due to the reallocation of these funds for the extra services noted above.

The Department was hopeful that Phase 1 would be completed in early 2020 and that Phase 2 would commence construction by April 2020. Unfortunately, neither occurred despite the best efforts of the Department and its Consultants.

In August of 2019, Spector had completed the Phase 2 Family and Matrimonial Court construction documents, and the construction contract was put out to bid. The Legislature approved the award of the Phase 2 construction contract in November 2019, at which time the Department projected that the award would be expedited to meet the aggressive completion schedule proposed for Phase 2 to which the Department had committed. Meanwhile, Spector was authorized by the Department to perform Construction Administration duties relating to the on-going Phase 1 work. All parties assumed that the Phase 2 construction contract would be issued a Notice to Proceed by April 2020. Unfortunately, the **COVID-19** pandemic hit the US (NY in particular) in early 2020 and the Contractor suspended work on Phase 1 on April 1, 2020. **COVID-19's** impact on funding has also forced DPW to delay the start of the Phase 2 construction. The schedule impact of **COVID-19** on Phase 1 is also being tracked.

Once work on Phase 1 resumed in late May 2020, the Contractor made slow progress and it became apparent that there would be a need for continued Construction Administration services on Phase 1. At the same time, it was also clear that the Phase 2 Contractor would not be issued a Notice to Proceed in April 2020 as the Department had initially projected. Spector has continued to provide Construction Administration services for Phase 1, in the interest of the County, pending this proposed amendment.

Conclusion and Recommendations:

The Department would like to encumber additional funds to allow Spector to complete the Construction Administration services on Phase 1, compensate them for services already performed, and replenish funds (previously reallocated) for Phase 2 Construction Administration. It would be impractical to re-procure Construction Administration services for Phase 1 and even if that were done, it would not fairly compensate Spector for the services which they have provided in the interest of the County. Also, given their familiarity with the project, Spector is best placed to offer continued assistance to the County.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have Spector complete the Construction Administration services for Phase I of the Family and Matrimonial Court Project, and for Spector to be authorized to perform the additional services proposed above.

It is therefore the Department's recommendation, that the agreement with Spector Group be amended to increase the fee by **Seven Hundred Forty-Seven Thousand Three Hundred Dollars (\$747,300.00), which will include a twenty (20%) percent contingency**, for the continuation of Phase 1 Construction Administration, Entrance Canopy Design, Coordination with the Family Justice Center, Furniture Design Services, and Interim fee adjustments at this time.

Funding is available from the Contract Contingency amount.



Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
January 5, 2021  
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Subject: Nassau County Family and Matrimonial Court  
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Capital Project No.: B90632

In addition, the original agreement between Spector and the County was set to expire in August of 2020. In accordance with the provisions of the original agreement, the County exercised their option for a two (2) year Term extension (until August 2022). Due to concerns revolving around the completion of Phase 1, the execution of the Phase 2 construction contract, and the actual start of construction activities, DPW will wish to amend the contract with Spector to have the agreement term to extend through the completion construction.

This Department, upon your approval, shall begin preparing the contract amendment.

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



Kenneth G. Arnold  
Commissioner

KGA:RM:jd

c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Joseph Amerigo, Project Manager IV  
Robert LaBaw, Architect IV, Project Manager  
Gus Xenakis, Jacobs  
Brent Chow, Jacobs

APPROVED:

 1/12/2021

Brian J. Schneider  
Deputy County Executive

Date

DISAPPROVED:

Brian J. Schneider  
Deputy County Executive

Date

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

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

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

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

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

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

Marc B. Spector, FAIA | Principal

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Spectorgroup 11, LLP

Name of Organization

220 Crossways Park West, Woodbury, NY 11797

Address of Organization



E-146-19

**NIFS ID:CLPW19000001 Department: Public Works****Capital: X**

SERVICE: Amendment 1-A/E Srves-Family &amp; Matrimonial Court Ph 2

Contract ID #:CFPW17000013

NIFS Entry Date: 25-FEB-19

Term: from 24-AUG-17 to 24-AUG-20

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

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

|  |                                      |
|--|--------------------------------------|
| <b>Vendor Info:</b>                    |                                      |
| Name: <b>Spector Group</b>             | Vendor ID#: <b>11-3140734</b>        |
| Address: 220 Crossways Park Drive West | Contact Person: Marc B. Spector, AIA |
| Woodbury, NY 11797                     |                                      |
|  | Phone: 516-365-4240                  |

|                               |
|-------------------------------|
| <b>Department:</b>            |
| Contact Name: Robert LaBaw    |
| Address: 1194 Prospect Avenue |
| Westbury, NY 11590            |
| Phone: 516-571-6812           |

## Routing Slip

|              |                           |                         |
|--------------|---------------------------|-------------------------|
| Department   | NIFS Entry: X             | 25-FEB-19 -- LDIONISIO  |
| Department   | NIFS Approval: X          | 01-MAY-19 -- RDALLEVA   |
| DPW          | Capital Fund Approved: X  | 02-MAY-19 -- RDALLEVA   |
| OMB          | NIFA Approval: X          | 15-MAY-19 -- CNOLAN     |
| OMB          | NIFS Approval: X          | 08-MAY-19 -- NGUMIENIAK |
| County Atty. | Insurance Verification: X | 15-MAY-19 -- DGRIPPO    |
| County Atty. | Approval to Form: X       | 15-MAY-19 -- DGRIPPO    |
| CPO          | Approval: X               | 16-MAY-19 -- KOHAGENCE  |



|                     |                           |                                |
|---------------------|---------------------------|--------------------------------|
| <b>DCEC</b>         | <b>Approval: X</b>        | <b>21-MAY-19 -- JCHIARA</b>    |
| <b>Dep. CE</b>      | <b>Approval: X</b>        | <b>21-MAY-19 -- BSCHNEIDER</b> |
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>27-JUN-19 -- JSCHANTZ</b>   |
| <b>Legislature</b>  | <b>Approval: X</b>        | <b>16-JUL-19 -- LVOCATURA</b>  |
| <b>Comptroller</b>  | <b>Deputy: X</b>          | <b>24-OCT-19 -- JSCHOEN</b>    |
| <b>NIFA</b>         | <b>NIFA Approval: X</b>   | <b>18-DEC-19 -- CDREYER</b>    |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> To engage a firm to prepare Construction Documents for the work associated with Phase 2 of the Family and Matrimonial Court project. This will be Contract Amendment #1.  |
| <b>Method of Procurement:</b> Open RFP.   |
| <b>Procurement History:</b> Solicitation was advertised 01/13/2017. 46 vendors notified. Responses received from 7 firms. Responses rated in accordance with established DPW procedures by in-house staff.  |
| <b>Description of General Provisions:</b> This contract runs from the NTP for three (3) years.  |
| <b>Impact on Funding / Price Analysis:</b> Original contract amount was Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000). This amendment (Amendment #1) will replenish funds reallocated for the performance of the Additional Services, thus permitting the Firm to perform Construction Administration services in accordance with the requirements of the Contract. Project Cost for these Professional Services is One Million Three Hundred Eighty-Six Thousand Dollars (\$1,386,000). This includes a Thirty-one Percent (31%) contingency, should any unforeseen conditions be encountered during construction. Funding will be provided thru Capital Project No. B90632. |
| <b>Change in Contract from Prior Procurement:</b> Add One Million Three Hundred Eighty-Six Thousand Dollars (\$1,386,000) to existing contract for "Construction Administration" services.  |
| <b>Recommendation:</b> (approve as submitted) Approve as Submitted  |

## Advisement Information

| BUDGET CODES |       | FUNDING SOURCE | AMOUNT                 | LINE | INDEX/OBJECT CODE   | AMOUNT                 |
|--------------|-------|----------------|------------------------|------|---------------------|------------------------|
| Fund:        | CAP   | Revenue        |                        | 2    | PWCAPCAP/90632/0002 | \$ 1,386,000.00        |
| Control:     | 90    | Contract:      |                        |      |                     | \$ 0.00                |
| Resp:        | 632   | County         | \$ 0.00                |      |                     | \$ 0.00                |
| Object:      | 00002 | Federal        | \$ 0.00                |      |                     | \$ 0.00                |
| Transaction: | CL    | State          | \$ 0.00                |      |                     | \$ 0.00                |
| Project #:   | 90632 | Capital        | \$ 1,386,000.00        |      |                     | \$ 0.00                |
| Detail:      | 002   | Other          | \$ 0.00                |      |                     | \$ 0.00                |
|              |       | <b>TOTAL</b>   | <b>\$ 1,386,000.00</b> |      | <b>TOTAL</b>        | <b>\$ 1,386,000.00</b> |
| RENEWAL      |       |                |                        |      |                     |                        |
| % Increase   |       |                |                        |      |                     |                        |
| % Decrease   |       |                |                        |      |                     |                        |



E-146-19

**NIFS ID:CLPW19000001 Department: Public Works**

**Capital: X**

SERVICE: Amendment 1-A/E Srvcs-Family & Matrimonial Court Ph 2

Contract ID #:CFPW17000013

NIFS Entry Date: 25-FEB-19

Term: from 24-AUG-17 to 24-AUG-20

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

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

|  |                                      |
|--|--------------------------------------|
| <b>Vendor Info:</b>                    |                                      |
| Name: <b>Spector Group</b>             | Vendor ID#: <b>11-3140734</b>        |
| Address: 220 Crossways Park Drive West | Contact Person: Marc B. Spector, AIA |
| Woodbury, NY 11797                     |                                      |
|  | Phone: 516-365-4240                  |

|                               |
|-------------------------------|
| <b>Department:</b>            |
| Contact Name: Robert LaBaw    |
| Address: 1194 Prospect Avenue |
| Westbury, NY 11590            |
| Phone: 516-571-6812           |

2019 JUL - 1 PM 3:06  
CLERK OF COURT  
JUL 1 2019

## Routing Slip

|              |                           |                         |
|--------------|---------------------------|-------------------------|
| Department   | NIFS Entry: X             | 25-FEB-19 -- LDIONISIO  |
| Department   | NIFS Approval: X          | 01-MAY-19 -- RDALLEVA   |
| DPW          | Capital Fund Approved: X  | 02-MAY-19 -- RDALLEVA   |
| OMB          | NIFA Approval: X          | 15-MAY-19 -- CNOLAN     |
| OMB          | NIFS Approval: X          | 08-MAY-19 -- NGUMIENIAK |
| County Atty. | Insurance Verification: X | 15-MAY-19 -- DGRIPPO    |
| County Atty. | Approval to Form: X       | 15-MAY-19 -- DGRIPPO    |
| CPO          | Approval: X               | 16-MAY-19 -- KOHAGENCE  |

|              |                    |                         |
|--------------|--------------------|-------------------------|
| DCEC         | Approval: X        | 21-MAY-19 -- JCHIARA    |
| Dep. CE      | Approval: X        | 21-MAY-19 -- BSCHNEIDER |
| Leg. Affairs | Approval/Review: X | 27-JUN-19 -- JSCHANTZ   |
| Legislature  | Approval:          |                         |
| Comptroller  | Deputy:            |                         |
| NIFA         | NIFA Approval:     |                         |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> To engage a firm to prepare Construction Documents for the work associated with Phase 2 of the Family and Matrimonial Court project. This will be Contract Amendment #1.  |
| <b>Method of Procurement:</b> Open RFP.   |
| <b>Procurement History:</b> Solicitation was advertised 01/13/2017. 46 vendors notified. Responses received from 7 firms. Responses rated in accordance with established DPW procedures by in-house staff.  |
| <b>Description of General Provisions:</b> This contract runs from the NTP for three (3) years.  |
| <b>Impact on Funding / Price Analysis:</b> Original contract amount was Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000). This amendment (Amendment #1) will replenish funds reallocated for the performance of the Additional Services, thus permitting the Firm to perform Construction Administration services in accordance with the requirements of the Contract. Project Cost for these Professional Services is One Million Three Hundred Eighty-Six Thousand Dollars (\$1,386,000). This includes a Thirty-one Percent (31%) contingency, should any unforeseen conditions be encountered during construction. Funding will be provided thru Capital Project No. B90632. |
| <b>Change in Contract from Prior Procurement:</b> Add One Million Three Hundred Eighty-Six Thousand Dollars (\$1,386,000) to existing contract for "Construction Administration" services.  |
| <b>Recommendation:</b> (approve as submitted) Approve as Submitted  |

## Advisement Information

| BUDGET CODES |       | FUNDING SOURCE | AMOUNT                 | LINE | INDEX/OBJECT CODE   | AMOUNT                 |
|--------------|-------|----------------|------------------------|------|---------------------|------------------------|
| Fund:        | CAP   |                |                        |      |                     |                        |
| Control:     | 90    | Revenue        |                        | 2    | PWCAPCAP/90632/0002 | \$ 1,386,000.00        |
| Resp:        | 632   | Contract:      |                        |      |                     | \$ 0.00                |
| Object:      | 00002 | County         | \$ 0.00                |      |                     | \$ 0.00                |
| Transaction: | CL    | Federal        | \$ 0.00                |      |                     | \$ 0.00                |
| Project #:   | 90632 | State          | \$ 0.00                |      |                     | \$ 0.00                |
| Detail:      | 002   | Capital        | \$ 1,386,000.00        |      |                     | \$ 0.00                |
|              |       | Other          | \$ 0.00                |      |                     | \$ 0.00                |
|              |       | <b>TOTAL</b>   | <b>\$ 1,386,000.00</b> |      | <b>TOTAL</b>        | <b>\$ 1,386,000.00</b> |
| RENEWAL      |       |                |                        |      |                     |                        |
| % Increase   |       |                |                        |      |                     |                        |
| % Decrease   |       |                |                        |      |                     |                        |

E-146-19

RULES RESOLUTION NO. <sup>200</sup> - 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTOR GROUP

Passed by the Rules Committee  
Nassau County Legislature  
By Vote of on 7-15-19  
YEAS: 7 NAYS: 0 Absent: 0 Excused: 0  
7 Legislature present

WHEREAS, the County has negotiated an amendment to a personal services agreement with Spector Group to provide design services in connection with the preparation of detailed contract drawings, specifications and construction administration relating to the Nassau County Family and Matrimonial Court Phase 2 interior fit-out 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 amendment to the agreement with Spector Group



## AMENDMENT No. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and 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) Spector Group (the "Firm") having its principal office at 220 Crossways Park Drive West, Woodbury, New York 11797.

### WITNESSETH:

WHEREAS, pursuant to County contract number B90632-02C between the County and the Firm, executed on behalf of the County on August 24, 2017 (the "Original Agreement"), the Firm is performing architectural/engineering services for the County in connection with the construction of Phase 2 of the new Family and Matrimonial Court, 101 County Seat Drive, Mineola, NY, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, Exhibit "A"); and;

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

NOW, THEREFORE, in consideration of the mutual promise contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### General

1.1 Recitals. The recitals are specifically incorporated into the body of this Amendment and shall be binding upon the parties hereto.

1.2 Defined Terms. Unless expressly set forth to the contrary and except as modified by this Amendment, all capitalized or defined terms shall have the meanings ascribed to them in the Prior Agreement.

### ARTICLE II

#### Modifications to Prior Agreement

Effective as of the date hereof, the Prior Agreement is and shall be modified and amended as follows:

2.1 Payment. Section 3, paragraph A of the prior agreement is modified as follows

(any terms of Original Agreement not explicitly modified by this Amendment, shall remain in full force and effect):

3. Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this agreement, including any extra services that may be so authorized, shall be payable as itemized in the "payment schedule" attached hereto and made a hereby part hereof of "Exhibit C"

"Exhibit C" Attached hereto, and made hereby part of this Agreement is "Exhibit C", Payment Schedule.

2.2 The following paragraphs are added to Payment Section 3, of the prior agreement:

- (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- (e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

ARTICLE III  
Ratification

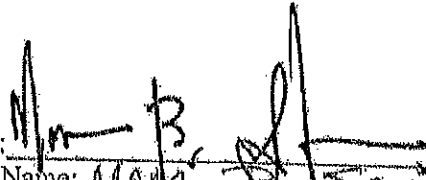
3.1 Ratification. The parties to this Agreement hereby ratify and confirm all of the terms, covenants, and conditions of the Prior Agreement, except to the extent that those

terms, covenants and conditions are amended, modified or varied by this Agreement. If there is a conflict between the provisions of the Prior Agreement and the provisions of this Amendment, the provisions of this amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM

By:   
Name: M. B. Special  
Title: Principal  
Date: 9/11/18

NASSAU COUNTY

By:   
Name: Brian J. Schneider  
Title: Deputy County Executive  
Date: DEC 18, 2018

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11 day of SEPTEMBER in the year 2016 before me personally came MARC B SPECTOR 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 PRINCIPAL of SPECTOR GROUP LLC, 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

and confirmation.  
**ARTHUR H. JOHNSON, JR.**  
 Notary Public - State of New York  
 No. 01J00161479  
 Qualified in Nassau County  
 My Commission Expires February 26, 2019

STATE OF NEW YORK)

§ 55.

COUNTY OF NASSAU )

On the 18 day of December in the year 2019 before me personally came Brian Schröder 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.

NOTARY PUBLIC

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI8190782  
COMM. EXP. 08/04/2012  
COMMISSIONED IN NASS COUNTY

EXHIBIT C  
Family and Matrimonial Court – Phase 2  
Payment Schedule

Payment to the Firm for all services as enumerated below, shall be in addition to those enumerated and described in Original Agreement, and shall be made as follows:

1.0 Extra Services

1.1 Extra Services #1

As was assigned by the County, the Firm will be required to perform Additional Construction Administration services on the project including: review of submittals and shop drawings, providing responses to contractor RFI's, and site visits / project meetings.

The Firm shall be paid a lump sum fee of **One Million Fifty-Seven Thousand Five Hundred Dollars (\$1,057,500.00)** to cover all costs associated with this work plus a thirty one percent (31%) contingency amount for additional expenses relating to extended term, fee adjustment per contract, reimbursable expenses, or unforeseen or unspecified work needed to meet the Scope of Work.

- A. The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the percentage of the Firm's work completed for each phase, as approved by the Commissioner.
- B. If in the event a credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services as detailed in the Section "Extra Services or Additional Costs" of the original agreement.



E-169-17

Contract ID:CFPW17000013

Department: Public Works

Capital: X

SERVICE: A/E Services - Family and Matrimonial Court Phase 2

NIFS ID #:CFPW17000013

NIFS Entry Date: 12-JUL-17

Term: from 01-AUG-17 to 31-JUL-20

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

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

|   |   |
|---|---|
| <b>Vendor Info:</b>   |   |
| Name: <b>Spector Group</b>                                      | Vendor ID#: <b>11-3140734</b>           |
| Address: 220 Crossways Park<br>Drive West<br>Woodbury, NY 11797 | Contact Person: Marc B.<br>Spector, AIA |
|   | Phone: 516-365-4240                     |

|   |
|---|
| <b>Department:</b>                                  |
| Contact Name: Robert LaBaw                          |
| Address: 1194 Prospect Avenue<br>Westbury, NY 11590 |
| Phone: 516-571-6812                                 |

## Routing Slip

|              |                           |                         |
|--------------|---------------------------|-------------------------|
| Department   | NIFS Entry: X             | 12-JUL-17 -- LDIONISIO  |
| Department   | NIFS Approval: X          | 12-JUL-17 -- KARNOLD    |
| DPW          | Capital Fund Approved: X  | 12-JUL-17 -- KARNOLD    |
| OMB          | NIFA Approval: X          | 14-JUL-17 -- RDALLEVA   |
| OMB          | NIFS Approval: X          | 13-JUL-17 -- MVOCATURA  |
| County Atty. | Insurance Verification: X | 13-JUL-17 -- AAMATO     |
| County Atty. | Approval to Form: X       | 13-JUL-17 -- DMCDERMOTT |
| Dep. CE      | Approval: X               | 17-JUL-17 -- CRIBANDO   |

|              |                    |                           |
|--------------|--------------------|---------------------------|
| Leg. Affairs | Approval/Review: X | 14-JUL-17 -- MREYNOLDS    |
| Legislature  | Approval: X        | 26-JUL-17 -- ESEMPEPOS    |
| Comptroller  | NIFS Approval: X   | 16-AUG-17 -- RBURKERT     |
| NIFA         | NIFA Approval: X   | 21-AUG-17 -- MKWIATKOWSKI |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> To engage a firm to prepare Construction documents for the work associated with Phase 2 of the Family and Matrimonial Court project.  |
| <b>Method of Procurement:</b> Open RFP  |
| <b>Procurement History:</b> Solicitation advertised 01/13/2017. 46 vendors notified. Responses received from 7 firms. Responses rated in accordance with standard DPW procedures by in-house staff.                         |
| <b>Description of General Provisions:</b> This contract runs from the N.T.P. for three (3) years.   |
| <b>Impact on Funding / Price Analysis:</b> The contract provides for the expenditure of Three Million Five Hundred Twenty Five Thousand Dollars (\$3,525,000.00). Funding will be provided thru Capital Project No. B90632. |
| <b>Change in Contract from Prior Procurement:</b> N/A   |
| <b>Recommendation:</b> (approve as submitted) Approve as Submitted  |

## Advisement Information

| BUDGET CODES |       | FUNDING SOURCE | AMOUNT                 | LINE | INDEX/OBJECT CODE    | AMOUNT                 |
|--------------|-------|----------------|------------------------|------|----------------------|------------------------|
| Fund:        | CAP   |                |                        |      |                      |                        |
| Control:     | 90    | Revenue        |                        | 1    | PWCAPCAP/90632/00002 | \$ 3,525,000.00        |
| Resp:        | 632   | Contract:      |                        |      |                      | \$ 0.00                |
| Object:      | 00002 | County         | \$ 0.00                |      |                      | \$ 0.00                |
| Transaction: | CF    | Federal        | \$ 0.00                |      |                      | \$ 0.00                |
| Project #:   | 90632 | State          | \$ 0.00                |      |                      | \$ 0.00                |
| Detail:      | 002   | Capital        | \$ 3,525,000.00        |      |                      | \$ 0.00                |
|              |       | Other          | \$ 0.00                |      |                      | \$ 0.00                |
|              |       | <b>TOTAL</b>   | <b>\$ 3,525,000.00</b> |      | <b>TOTAL</b>         | <b>\$ 3,525,000.00</b> |

| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |



E-169-17

RULES RESOLUTION NO. 270 2017

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 SPECTOR  
GROUP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-24-17  
YEAS: 7 NAYS: 0 ABSTAINED: 0 RECALLED: 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Spector Group to provide the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and construction administration relating to the Nassau County Family and matrimonial Court Phase 2 interior fit-out 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 Spector Group.

# CONTRACT FOR SERVICES

Contract no. B90632-02C

## N.C. Family and Matrimonial Court Phase 2

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Spector Group**, a consultant architect/engineering firm having its principal office at **220 Crossways Park West, Woodbury NY 11797** (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; **Providing usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and construction administration relating to the N.C. Family and Matrimonial Court Phase 2 interior fit-out project.** The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the

Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

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

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

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000.00) dollars.**

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by

subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a



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

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.

The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

22. Joint Venture.

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

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

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

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

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

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

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

By: Mar B. Spector

Name: MAR B. SPECTOR

Title: Principal

Date: 6.14.17

NASSAU COUNTY

By: Charles Ribando

Name: CHARLES RIBANDO

Title: DEPUTY COUNTY EXECUTIVE

Date: 8/24/17

PLEASE EXECUTE IN BLUE INK

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



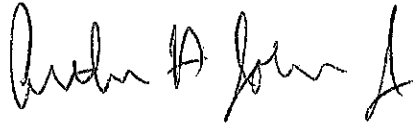
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 14 day of JUNE in the year 2017 before me personally came MARC B SPECTOR 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 PRACTICING PARTNER of SPECTOR GROUP, 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



ARTHUR H. JOHNSON, JR  
Notary Public - State of New York  
No. 01JO6181479  
Qualified in Nassau County  
My Commission Expires February 26, 2019

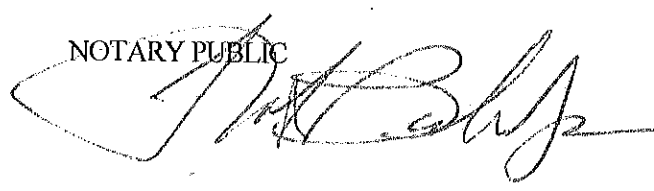
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24<sup>th</sup> day of August in the year 2017 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, ~~1999~~ 2019



## **EXHIBIT A DETAILED SCOPE OF SERVICES**

### **2.0 DIVISION A SERVICES – DETAILED DESIGN SERVICES**

The Architect agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates suitable for public bidding. It is anticipated that Construction Documents for Phase 2 of the project will be prepared for multiple prime contracts unless/until it is determined by the County that Phase 2 is eligible for exemption from the multi-prime provisions of Wicks Law under the auspices of a Project Labor Agreement (PLA).

#### **2.1 Construction Documents Phase**

This Phase shall commence after written authorization for the Architect to proceed with the Construction Documents Phase. This Phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect in this Phase will perform the following services:

2.1.1 The Architect shall prepare for approval by the County, Construction Documents as defined below, consisting of detailed, complete and coordinated engineering and architectural drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and such other bid documents in written or graphic form as may be required for the construction of the Project and to enable all necessary approvals to be obtained. Drawings and specifications will be prepared and packaged for multiple prime contracts as required by Wicks Law including but not limited to: General Construction, Electrical, HVAC and Plumbing work. The above described packages are the minimum and the Architect shall provide as many construction document packages as the County may reasonably require. Drawings shall include all required selective demolition work, asbestos abatement work and/or lead abatement and remediation work.

All of the bid packages must be complete and coordinated to the point that an integrated set of construction documents for the Family and Matrimonial Court Facility is delivered. The Architect shall have an absolute duty to coordinate the work of its sub-consultants to insure that the services required are performed in an efficient, timely and economic manner and that the design will be adequate and fit to accomplish the intended purpose of the Project. Such Construction Documents shall:

- (a) Include detailed drawings and specifications for such alternates as the County may request prior to the commencement of the preparation of the Construction Documents, or as the County and Architect may thereafter mutually agree in order to conform to the County's budget for the Project.
- (b) Conform to the written requirements of the County, including preparation of drawings by computer using Auto CAD 2014 or newer software and Revit 2017 to prepare the 3D CAD model for this assignment.
- (c) Conform to Office of Court Administration (OCA) Standards and Requirements and those of other agencies having jurisdiction over this Project.
- (d) Conform to the AIA national CAD standards for layering and formatting requirements.
- (e) Not specify any patented article, design or process, which requires payment by the County of royalties for its use or is otherwise of a proprietary nature.

2.1.2 In the form approved by the County, the working drawings, specifications and other bidding and construction documents are herein referred to as the "Construction Documents". Construction Documents are to be prepared in a form suitable to obtain competitive bids for the award of work. The Construction Documents shall be submitted to the County for review and approval at 75 percent completion, 90 percent

(substantial) completion and 100 percent (final) completion of the Construction Documents. The Architect shall incorporate recommendations made by the County into the Construction Documents. The Construction Documents shall be considered accepted when approved in writing by the County.

- 2.1.3 The Architect will furnish such interior design services as may be required, including the selection, presentation, and design of built-in furniture and equipment and the layout of freestanding furniture and equipment to meet the County's budget for such furniture and equipment. The Architect will layout and design all plaques, inscriptions, signs, building names and graphics for the Project as may be required by the County. The Architect will also provide a signage plan and specifications adhering to the County's signage requirements and applicable ADA requirements.
- 2.1.4 During the preparation of the Construction Documents, continual consultation with the County's representative and/or program manager to identify and monitor the cost of each of the various building elements being incorporated into the Construction Documents which deviate from the Design Development drawings and which will increase the cost of the work.
- 2.1.5 Preparation and submission to the County of two fully detailed construction cost estimates, based on a quantity take-off of all work necessary for the complete construction of the project. Estimates shall be submitted at the time Construction Documents are 75 percent complete, and when Construction Documents are substantially (90 percent) complete. Such construction cost estimate shall be the Architect's best professional judgment but not be a warranty as to actual construction costs. These estimates shall be reconciled with any estimates prepared by the County or its representatives. In the event that any estimate of probable construction cost should exceed the last previously approved cost estimate, the County may, at its option, either accept the new cost estimate, thereby establishing a new project budget, or it may require the Architect to revise the construction documents, at no additional cost to the County, so as to keep the construction cost of the project within the latest approved probable estimated cost of construction.
- 2.1.6 Coordinate with the County regarding the County's participation in the NY State interagency "Green Building" initiative promoting the construction/reconstruction of buildings to help protect the environment and maximize the Project's eligibility for grants, loans, utility rebates and/or incentives. The County wishes to receive financial incentives and reduce energy costs by incorporating high-efficiency equipment. The Architect shall give consideration to the selection of various design components to support this initiative, including but not limited to: daylighting principles; efficient heating and cooling; high efficiency electrical and/or HVAC equipment; energy efficient lighting and computerized lighting controls. The Architect must coordinate their design with the various utilities and other agencies to assure that the County can benefit from these agencies' programs.
- 2.1.7 Provide the Construction Documents and any additional services to be provided by the Architect as expeditiously as is consistent with professional skill and care, with the orderly progress of the Project and with a schedule for the preparation of the Construction Documents approved by the County.
- 2.1.8 The County shall furnish the Architect with a copy of the front end of the Contract Documents, consisting of the Notice to Bidders, Instructions to Bidders, Proposal, Agreement and General Conditions for inclusion in the Construction Documents. The Architect shall develop Division 1 and all other sections of the technical specifications for the Contract Documents. The specifications shall be written in accordance with CSI format and as further described by the Nassau County Guide for Design Architects (revised in 1995), which includes an outline of administrative requirements of the County.
- 2.1.9 Design Progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.
- 2.1.10 The Architect will be responsible for assisting the County and/or its agents in obtaining all required approvals, permits, certificates and clearances from the appropriate Federal, State and local authorities, if any. Prepare permit applications, reports or submittals required by utilities and agencies having

jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or utility. The Architect must coordinate service connections with all utilities and will assist the County with any/all services applications including the preparation of load letters and the like. The Architect must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our projects may include but will not be limited to the following:

- a. New York State Office of Court Administration
- b. Nassau County agencies- Fire Marshal and/or Health Department
- c. Other Local agencies (Towns, Villages...)

- 2.1.11 All the work designed by the Architect pursuant to any of the provisions of this Agreement shall be within the budget set for the Project by the County, which budget may be revised by the County. The construction budget for the project is estimated to be about \$75 Million. In the event that any cost estimate prepared by the Architect hereunder, or the construction manager, or construction proposal submitted by the lowest responsible bidder, is in excess of such budget, the Architect, to the extent necessary in the County's judgment to bring the cost of the project within such budget, will at no cost to the County, prepare alternatives and cost estimates for such alternatives for consideration by the County to bring the project within the budget; and Architect shall revise at their own cost and expense, to the satisfaction of the County, all or any part of the drawings and specifications of the Project that the County may deem advisable.

### **3.0 DIVISION B SERVICE – BID AND AWARD**

#### **3.1 Bidding and Award Phase**

This Phase shall commence after written approval by the County of the Construction Document Phase submissions and services and only upon written authorization for the Architect to proceed with the Bidding/Negotiation/Award Phase. This phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect in this phase will perform the following services:

- (a) Assist the County or its representative in obtaining and analyzing bids or negotiated proposals, in investigating bidders, in evaluating bidders and recommending award contracts for the construction of the project.
- (b) Provide recommendations to the County concerning packaging of bid contracts and awarding of contracts the lowest responsible bidder for each bid package.

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

### **4.0 DIVISION C SERVICES – CONSTRUCTION ADMINISTRATION**

#### **4.1 Construction Administration Phase**

This phase shall commence only upon written authorization from the County to proceed and shall terminate upon final acceptance of the Project by the County. The Architect shall provide consulting and administrative supervision

in connection with the work of the Project during the period of construction. Such services shall include the following:

- 4.1.1 Coordinating, facilitating and expediting the flow to the County and/or Program Manager, Construction Manager or Contractor of all information required to construct and complete the Project. The County is utilizing Prolog Converge, a web-based software program, to administer the flow of project information, such as submittals, RFIs, meeting minutes, etc. The Architect will be granted access to Prolog at no charge and is required to utilize Prolog to administer the flow of information.
- 4.1.2 Assist the County and its representatives in investigating the acceptability of each of the subcontractors and material suppliers submitted by the prime contractors.
- 4.1.3 Check and approve all samples, shop drawings, as-built drawings, schedules and other submissions to determine their acceptability under the intent and requirements of the contract documents and in an expeditious manner as described in the subparagraphs below. Shop drawings requiring the review and approval of a sub-consultant will be distributed to such sub-consultant by the Architect unless direct distribution to the sub-consultant is required to expedite the process.
  - (a) Approval of submittals: samples; shop drawings; schedules; and other submissions are vital to the progress of the project. These reviews shall be taken with reasonable promptness while allowing sufficient time to permit adequate review without causing avoidable delay. The shop drawing schedule will include a maximum of 10 business days for the review of each shop drawing. Exceptions to the 10-day turnaround for specialty reviews require the County's prior approval. Changes, if any, shall be shown and flagged on the submittals, but the submittals shall not be used as a substitute for requests for approvals of substitutions or other changes, or other procedures, required by the Contract Documents.
  - (b) This review shall not include the accuracy or completeness of details such as weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review of a specific item shall not extend to review of an assembly of which the item is a component. Such review will be conducted where submittals are in accordance with the contract specifications and the approved Contractor's Shop Drawing Submittal Schedule and have been coordinated by the Contractor or Construction Manager to indicate field conditions, proposed contract deviations and other requirements which affect design intent and the submissions indicate such coordination and are recommended for approval by the Contractor or Construction Manager. Where required by the specifications, the Architect shall not be required to review partial submissions, or those for which submissions of corrected items have not been received. In these instances, the submittals are to be returned promptly to the contractor stating the reason they were not reviewed.
- 4.1.4 Review contractor's cost breakdowns for each contract. When requested by the County review, comment and approve, as appropriate, requisitions or applications for payment submitted by the trade contractors or Construction Manager.
- 4.1.5 Prepare supplementary drawings and texts to clarify or modify information shown on the drawings, however, the Architect shall receive no additional compensation, where this additional information is provided as a result of the Architect's error or omission. Assist the County in the preparation of all change orders required during the course of construction, including the preparation of detailed estimates. When requested by the County, its Program Manager and/or Construction Manager, interpret the requirements of the Construction Documents and judge the performance by all parties there under, and promptly render advice to the County for the proper execution of the work. When the County so requests, the Architect will promptly render written decisions on all claims, disputes and other matters in question between the County, its Program Manager, Construction Manager, or trade contractor relating to the execution or progress of the



work or interpretation of the Construction Documents. Such decisions shall be consistent with the letter and intent of the Construction Documents and other contractual documents between the parties concerned. In rendering such decisions, the Architect shall advise the County whether, in their opinion, the County should reject work because it does not conform to the Construction Documents. The Architect shall advise the County if special inspection or testing of any element of the work is required to assure compliance thereof with the letter and intent of the Construction Documents, whether or not such work has been fabricated, installed or completed.

- 4.1.6 Make periodic visits to the Project site during the course of construction to determine the progress and quality of the work being performed. Site visits shall be performed at intervals appropriate to the stage of construction, but at least once a week, or as otherwise agreed to by the County in writing. On the basis of on-site observations, the Architect will keep the County informed of the Architect's view of the progress and quality of the work in an endeavor to guard the County against defects and deficiencies in the work, except that the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work unless authorized in writing to do so by the County. The Architect shall furnish to the County a report of observed discrepancies, deficiencies and incomplete items in the work.
- 4.1.7 The Architect shall attend, with sub-consultants as appropriate, all regularly scheduled job meetings throughout this project for the purpose of reviewing job progress with the County, the County's Program Manager, Construction Manager, Contractor and subcontractors, and address all questions within the Architect's purview as defined by this agreement.
- 4.1.8 Conduct field observations, interim and final, of the completed Project with its sub-consultants and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.
- 4.1.9 Systems Turnover/Startup shall be attended by a principal of the Architect, other members of the Project Team, and other consultants as appropriate, to witness demonstration testing and acceptance of the Project or elements of the Project prior to the County's acceptance, use, occupancy or operation of the Project or any part of the Project. System start-up includes reviewing all contractors' Testing & Balancing (T&B) detailed reports and commenting, accepting Final T&B reports and field visits to observe, review operation of M/E/P/F systems. Prepare final punch list of the M/E/P/F systems. Additionally, all of the detailed phasing and testing of "commissioning" must be specified in the MEP specifications as a service the contractor will provide.
- 4.1.10 Review and comment on record drawings prepared by the trade contractors. The Architect shall collect and compile and transmit to the County the modified digital files to reflect as-built conditions.
- 4.1.11 At the completion of construction, the Architect shall submit to the County one full set of sepia mylars containing the latest revision of each drawing; one set of 1/16 scale mylar floor plans in a format as approved by the County; and three sets of electronic files (CD or other specified electronic media) containing all contract documents. The cost of reproductions beyond what is called for in this section is a reimbursable expense in accordance with the Agreement. Prior to the final completion of the project, the Architect shall revise and update the working drawings to incorporate all revisions and changes for which sketches or other types of informational drawings were prepared during construction so that these working drawings reflect the final design of the Project. The Architect shall not be entitled to any extra compensation for this service.

## **4.2 Further Obligations and Responsibilities**

### **4.2.1 Community Relations**

In addition to regular project communications, the Architect will assist with community/public relation efforts and communicate with policy makers, regulatory agencies and utilities as needed for expeditious completion of the project.

#### 4.2.2 Grants

In the event that the County is a recipient of or applicant for a grant or loan for the Project from any source, at the request of the County, the Architect shall attend conferences held with the party making the grant or loan as requested by the County. The Architect will assist in development and submission of grant and loan applications and other programs (state, utility, etc.), which may provide financial benefits to the County.

#### 4.2.3 Records

The Architect shall provide copies of any and all sample/test reports, design calculations, etc. to the County. Copies of all drawings and specifications must also be provided to the County in electronic format. The Contract Drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS system. Currently, County standards require that the drawings be developed utilizing AutoCAD 2014 and in conformance with the layering standards developed by the AIA and NYSDOT. The 3D model will be prepared using Revit 2017 software.

#### 4.2.4 Changes and Revisions

Upon the County's request, at any time during the term of this Agreement, the Architect will change or revise any or all drawings and specifications for the Project. Architect will evaluate potential changes for budget and schedule impacts.

#### 4.2.5 Maintenance Documents

The Architect will obtain, file and, upon completion of the Project, deliver to the County all written guarantees, operation and maintenance manuals, notes on paint colors and maintenance procedures as shall be appropriate to operate and preserve the Project in good order after completion.

#### 4.2.6 Architectural Renderings and Prints

The Architect shall prepare renderings and prints of the 3D model to illustrate typical and/or key program spaces and features. The renderings will show building features and associated furniture, furnishings and finishes.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

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

**Detailed Design (Division A), Bidding and Award (Division B) & Construction Administration Services (Divisions C)** - The Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions A, B and C as outlined in the appropriate sections of Exhibit A. The design percentage fee will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

| <u>NET CONSTRUCTION COST</u> | <u>DESIGN FEE PERCENTAGE</u> | <u>TOTAL DESIGN FEE</u> |
|------------------------------|------------------------------|-------------------------|
| \$85,000,000 and above       | 4.32%                        | \$3,672,000.00          |
| \$80,000,000                 | 4.50%                        | \$3,600,00.00           |
| <b>\$75,000,000</b>          | <b>4.70%</b>                 | <b>\$3,525,000.00</b>   |
| \$75,000,000 and below       | 4.70%                        | \$3,290,000.00          |

An initial estimated construction cost of **\$75,000,000** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate, utilizing a straight line interpolation of the fee curve. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Divisions A, B & C), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

| <u>Phase of Work</u>                              | <u>% of Fee</u> |
|---|-----------------|
| Division A – 75 Percent Design                    | 30%             |
| Division A – 90 Percent Design                    | 25%             |
| Division A – 100 Percent Design                   | 12%             |
| Division B – Bid and Award Services               | 3%              |
| Division C – Construction Administration Services | 30%             |

**Partial Payments** - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner. The fee for Division C - Construction Administration Services shall be paid monthly, based on the percentage of work completed by the construction contractors.

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

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

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

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

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

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

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

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



For any additional services to be paid on actual salaries, the Contractor shall be compensated for such extra services by an amount equal to **Two Point Five (2.5)** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times **One Point Zero (1.0)**, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

### Staffing Rates

| <u>Title</u>         | <u>Rate</u> | <u>Multiplier</u> | <u>Billing Rate</u> |
|----------------------|-------------|-------------------|---------------------|
| Principal            | \$175.00    | 1.0               | \$175.00            |
| Project Manager      | \$175.00    | 1.0               | \$175.00            |
| Project Designer     | \$175.00    | 1.0               | \$175.00            |
| Project Architect    | \$ 62.00    | 2.5               | \$155.00            |
| Senior Architect     | \$ 46.00    | 2.5               | \$115.00            |
| BIM Specialist       | \$ 38.00    | 2.5               | \$ 95.00            |
| Materials Specialist | \$ 38.00    | 2.5               | \$ 95.00            |
| Support Architects   | \$ 38.00    | 2.5               | \$ 95.00            |

## 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 antidiscrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.



- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

MARC B. SPECTOR (Name)  
SPECTOR GROUP  
220 GROSS WAYS PK DRW. (Address)  
WOODBURY, N.Y. 11797  
516-365-4240 (Telephone Number)

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

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

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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

6.14.17

Dated

Marc B. Spector

Signature of Chief Executive Officer

MARC B. SPECTOR

Name of Chief Executive Officer

Sworn to before me this

14 day of JUNE, 2017.

Arthur H. Johnson, Jr.  
Notary Public

ARTHUR H. JOHNSON, JR.  
Notary Public - State of New York  
No. 01JO6161479  
Qualified In Nassau County  
My Commission Expires February 28, 2019