



Certified:

E-96-21

NIFS ID:CFPW21000011 Department: Public Works

Filed with the
Clerk of the
Nassau County Legislature
June 4, 2021 11:41AM

Capital: X

SERVICE: On-Call Building Design-B90406-01DS

Contract ID #:CFPW21000011

NIFS Entry Date: 15-APR-21

Term: from to

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

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

Vendor Info:	
Name: Spectorgroup	Vendor ID#: [REDACTED]
Address: 220 Crossways Park West Woodbury, NY 11797	Contact Person: [REDACTED]
	Phone: [REDACTED]

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

Routing Slip

Department	NIFS Entry: X	15-APR-21 -- LDIONISIO
Department	NIFS Approval: X	15-APR-21 -- KARNOLD
DPW	Capital Fund Approved: X	15-APR-21 -- KARNOLD
OMB	NIFA Approval: X	19-APR-21 -- CNOLAN
OMB	NIFS Approval: X	16-APR-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-APR-21 -- AAMATO
County Atty.	Approval to Form: X	16-APR-21 -- DMCDERMOTT

CPO	Approval: X	20-APR-21 -- KOHAGEN
DCEC	Approval: X	21-APR-21 -- JCHIARA
Dep. CE	Approval: X	21-APR-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	28-APR-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an agreement with Spector Group to provide on-call building design services for DPW's building construction group in emergency/time sensitive situations or whenever special expertise is required.
Method of Procurement: RFP was issued 7/2/19 - 12 proposals were received
Procurement History: RFP was issued. Twelve (12) firms submitted responses to the RFP. The top five (5) firms ranking firms, including Spector Group, were selected.
Description of General Provisions: Spector Group will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.
Impact on Funding / Price Analysis: Maximum contract cap is One Million Dollars (\$1,000,000.00) for a term of 2 years with an option to renew for 2 years. Project 90406.
Change in Contract from Prior Procurement: None
Recommendation: (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/90406/00002/000	\$ 0.01
Resp:	406	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	90406	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with Spector Group, for on-call building design services respecting Agreement No. B90406-01DS, 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.



Nassau County Interim Finance Authority

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

1. **Vendor:** Spectorgroup

2. **Dollar amount requiring NIFA approval:** \$1000000

Amount to be encumbered: \$.01

This is a New

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

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

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

3. **Contract Term: 2 years with provisions for a 2 year extension**

Has work or services on this contract commenced? N ____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

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

19-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.



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

"ON-CALL" BUILDING DESIGN SERVICES
DIVISION OF ENGINEERING
AGREEMENT NO. B90406-01DS

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Spectorgroup 11 LLP dba Spectorgroup, having an office at 220 Crossways Park West, Woodbury, NY 11797 (the "Firm").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date"), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement 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, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

(2) Testing Laboratory Services.

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

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

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

(6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Million (\$1,000,000.00)** dollars for each 2-year term.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

- (i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.
- (ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.
- (iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

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

(c) **Pre-existing Rights.** In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document

or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach

being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

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

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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 Firm and the County have executed this Agreement as of the date first above written.

By: 

Name: Marc B. Spector

Title: Principal

Date: May 26, 2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

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.]

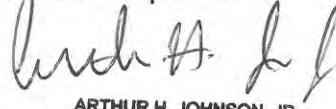
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of MAY in the year 2021 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, 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. 01JO8161479
Qualified in Nassau County
My Commission Expires February 26, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission') that provides a detailed description of the services required by the Department and the type of cost

estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

- 1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

- 2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

- 1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

- 2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

{Remainder of page intentionally left blank}

EXHIBIT “B”

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of as specified in Appendix A attached hereto and made part hereof; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The “Maximum Hourly Wage Rate Schedule” annexed hereto and made a part hereof as Exhibit “C” shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary

increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule.

{Remainder of page intentionally left blank}

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department

of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Sub-consultants 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 Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the 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 Firm shall be included in the Best Effort Documentation

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

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

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

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

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

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: Spectorgroup 11, LLP d/b/a Spectorgroup

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1. Proposer's Multiplier:	<u>2.5</u>
2. Proposer's Multiplier for Extra Services:	<u>2.5</u>
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
a. <u>Bohler Engineering</u>	<u>2.5</u>
b. <u>Ysrael A. Seinuk</u>	<u>2.5</u>
c. <u>CSA</u>	<u>2.5</u>
d. <u>JFK&M</u>	<u>2.33</u>
e. <u>Ellana Inc.</u>	<u>2.42</u>
f. <u>Shen Milsom Wilke</u>	<u>2.5</u>

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate **with** multiplier is \$175.00.

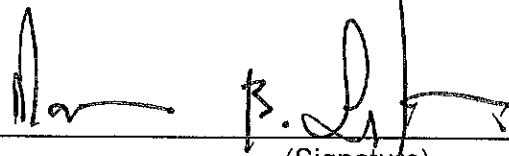
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY:


(Signature)

PRINT NAME: Marc B. Spector, FAIA

DATE: July 31, 2019

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

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

Spectorgroup

www.spectorgroup.com

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
"ON-CALL" BUILDING DESIGN | RFP #PW-B90406-01D
COST PROPOSAL

July 31, 2019

Name	Title	Hourly Rate	Multiplier	Not To Exceed Rate
Spectorgroup				
Marc B Spector	Principal	\$ 175.00	1	\$ 175.00
Joseph Randazzo	Project Manager	\$ 175.00	1	\$ 175.00
Paul Anderson	Project Manager	\$ 175.00	1	\$ 175.00
Thomas Scotto	Project Manager	\$ 175.00	1	\$ 175.00
Arthur Johnson	Project Manager	\$ 175.00	1	\$ 175.00
Michael Mannelta	Project Designer	\$ 175.00	1	\$ 175.00
Bryan Richter	Project Designer	\$ 175.00	1	\$ 175.00
Christina Smyrni	Project Manager	\$ 175.00	1	\$ 175.00
John Machovec	Project Architect	\$ 62.00	2.5	\$ 155.00
Justin Stetzer	Project Architect	\$ 62.00	2.5	\$ 155.00
Laura Lievano	Project Architect	\$ 62.00	2.5	\$ 155.00
Brett Gullborg	Project Architect	\$ 62.00	2.5	\$ 155.00
Joseph Suserman	Project Architect	\$ 62.00	2.5	\$ 155.00
Danielle Schmidt	Project Architect	\$ 62.00	2.5	\$ 155.00
Sam Chen	Senior Project Architect	\$ 46.00	2.5	\$ 115.00
Ryan Butler	Junior Planner	\$ 38.00	2.5	\$ 95.00
Carl Ricaurte	Junior Planner	\$ 38.00	2.5	\$ 95.00
Tim Greening	Junior Planner	\$ 38.00	2.5	\$ 95.00
Ana Maria Ramirez	Junior Planner	\$ 38.00	2.5	\$ 95.00
Danni Wang		\$ 38.00	2.5	\$ 95.00
Jaime Cortez	Support Architect	\$ 38.00	2.5	\$ 95.00
Stephanie Bias	Materials Specialist	\$ 38.00	2.5	\$ 95.00

Bohler Engineering				
Joseph A. Deal, PE	Principal	\$ 70.00	2.5	\$ 175.00
Eric Jeter	Professional Engineering Manager	\$ 70.00	2.5	\$ 175.00
Alek Kociski	Project Engineer	\$ 62.00	2.5	\$ 155.00
Gary Talbot	Senior Design Engineer	\$ 58.00	2.5	\$ 145.00
T.J. Wilkinson	Design Engineer	\$ 50.00	2.5	\$ 125.00
Ragin Pace	Staff Engineer	\$ 40.00	2.5	\$ 100.00
Matthew J. Mrva, RLA	Sr. Prof. Landscape Arch Manager	\$ 70.00	2.5	\$ 175.00
Leslie Fanger	Prof Landscape Architect Mgr	\$ 64.00	2.5	\$ 160.00
Jason Miller	Professional Landscape Architect	\$ 50.00	2.5	\$ 140.00
Elyse Gemme	Landscape Designer	\$ 40.00	2.5	\$ 90.00

Name	Title	Hourly Rate	Multiplier	Not To Exceed Rate
Bohler Engineering (continued from page 1)				
Greg Sawulski	Land Surveyor/Sr. Project Mgr.	\$ 70.00	2.5	\$ 175.00
Hunter Picard	Land Surveyor/Project Manager	\$ 64.00	2.5	\$ 160.00
Ken Stigner	Land Surveyor/Assist. Project Mgr.	\$ 54.00	2.5	\$ 135.00
Alban Bici	Senior Survey Technician	\$ 52.00	2.5	\$ 130.00
Andrew Yamashita	Survey Technician	\$ 44.00	2.5	\$ 110.00
Mihaela Popescu	Assistant Survey Technician	\$ 36.00	2.5	\$ 90.00
Tom Galligan	Permit Manager	\$ 70.00	2.5	\$ 175.00
Kevin Reim	Assistant Permit Manager	\$ 58.00	2.5	\$ 145.00
Christine Manos	Project Coordinator	\$ 50.00	2.5	\$ 125.00
Eric Jeter	Hearing Attendance & Testimony/Night	each	2.5	\$ 750.00

Ysrael A. Seinuk, P.C.				
George Ozga, P.E.	Principal	\$ 175.00	1	\$175.00*
Roman Detyrna, P.E.	Project Manager	\$ 60.00	2.5	\$ 150.00
Reinaldo Rojas	Sr. Project Engineer	\$ 50.00	2.5	\$ 125.00
Piotr Michalik	Project Engineer	\$ 35.00	2.5	\$ 87.50
Tyson Eng	Senior Inspector	\$ 40.00	2.5	\$ 100.00
Prem Chinkan	Senior Drafter	\$ 45.00	2.5	\$ 122.50
Vlad Schneider	Drafter	\$ 35.00	2.5	\$ 87.50

* Principal rate will not include multiplier

CSA Group				
Norman Hinsey, PE, LEED AP	MEP Engineer of Record	\$ 78.75	2.5	\$ 175.00
Corneliu Vinatoru, PhD, PE	Dept. Mgr Electric Engineer	\$ 82.99	2.5	\$ 175.00
Marius Blanaru	Senior Electrical Engineer	\$ 53.29	2.5	\$ 133.23
Pratik Jain	Senior Electrical Engineer	\$ 57.69	2.5	\$ 144.23
Jose Prats	Senior Electrical Engineer	\$ 57.21	2.5	\$ 143.03
Arthur Arena	Electrical Engineer	\$ 40.38	2.5	\$ 100.95
Safid Bakar	Electrical Engineer	\$ 45.67	2.5	\$ 114.18
Nicholas Lodomirak	Electrical Engineer	\$ 51.99	2.5	\$ 129.98
Juan Rios	Junior Electrical Engineer	\$ 34.16	2.5	\$ 85.40
Joel Torres	Junior Electrical Engineer	\$ 33.65	2.5	\$ 84.13
Zhu Heng Zheng, PE	Dept. Mgr HVAC Engineer	\$ 70.53	2.5	\$ 175.00
Angel L. Fernandez, LEED AP	Dept. Mgr PL/FP Engineer	\$ 79.84	2.5	\$ 175.00
Walter Chan	Senior Mechanical Engineer	\$ 50.00	2.5	\$ 125.00
David Bahar	Senior Mechanical Engineer	\$ 60.09	2.5	\$ 150.23
Bharat Patel	Senior Mechanical Engineer	\$ 66.89	2.5	\$ 167.23
John Valentin	Mechanical Engineer	\$ 48.01	2.5	\$ 120.03
Walter Hunte	Mechanical Engineer	\$ 40.86	2.5	\$ 102.15
Alfredo Vargas	Mechanical Engineer	\$ 44.14	2.5	\$ 110.35
Anthony Daoud	Junior Mechanical Engineer	\$ 19.23	2.5	\$ 48.08

Name	Title	Hourly Rate	Multiplier	Not To Exceed Rate
CSA Group (continued from page 2)				
Mark Luterek	Junior Mechanical Engineer	\$ 36.15	2.5	\$ 90.38
Jessy Lugo	Junior Mechanical Engineer	\$ 26.08	2.5	\$ 65.20
Juan Florez	Sr. CAD	\$ 41.69	2.5	\$ 104.23
Kelvin Rosario	CAD	\$ 23.74	2.5	\$ 59.35

*3% escalation per year

JFK&M				
Cindy Feinberg, PE	Principal-in-Charge	\$ 128.75	2.33	\$ 175.00
Paul Novak	Sr. Fire Alarm Engineer	\$ 73.31	2.33	\$ 170.81
Thomas Ribarich	Sr. Plumbing/FP Engineer	\$ 81.73	2.33	\$ 175.00

Ellana Inc.				
Andrew Denyer AVS	Senior Cost Manager	\$ 69.00	2.42	\$ 167.00
	Senior Estimator	\$ 61.00	2.42	\$ 143.00
	Estimator	\$ 52.00	2.42	\$ 126.00

Shen Milsom Wilke				
Anthony Bontomase	Partner/Principal	\$ 150.00	1	\$ 150.00
Robert Haddad				
	Associate Principal	\$ 68.17	2.5	\$ 170.42
	Sr. Associate	\$ 56.56	2.5	\$ 141.40
	Sr. Consultant	\$ 54.06	2.5	\$ 135.14
	Associate	\$ 40.70	2.5	\$ 101.75
	Consultant	\$ 30.68	2.5	\$ 76.71
	Associate Consultant	\$ 29.01	2.5	\$ 72.52
	CADD	\$ 29.21	2.5	\$ 73.02
	Staff	\$ 24.33	2.5	\$ 60.82

+/- 30% of cost proposal will be designated for W/MBE, SDVOB Consultants

Appendix "L"

Certificate of Compliance

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

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

Marc B. Spector (Name)
220 Crossways Park West, Woodbury NY 11797 (Address)
516-365-4240 (Telephone Number)

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

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

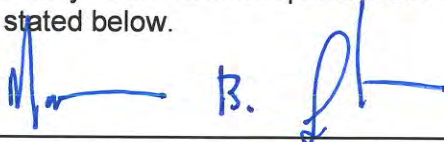
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

May 26, 2021

Dated



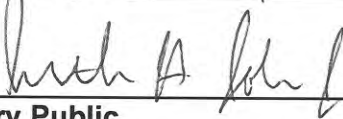
Signature of Chief Executive Officer

Marc B. Spector

Name of Chief Executive Officer

Sworn to before me this

26 day of MAY, 2021



Notary Public

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2023

7. Compliance with Law.

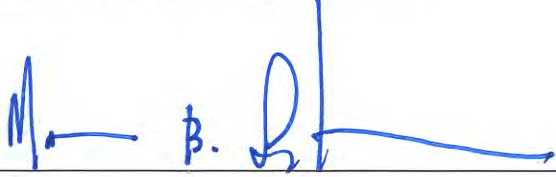
(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

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

A handwritten signature in blue ink, appearing to read 'M. B. Spector', written over a horizontal line.

Signature

Marc B. Spector, Principal

Printed Name and Title

5/26/2021

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

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 July 2, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter, [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 31, 2019 [date]. Twelve (12) [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitra, Deputy Commissioner, Joseph Amerigo, Project Manager IV, Valiant Yeung, Architect III, and Robert LaBaw, Architect IV, Project Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

4/12/21

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Spectorgroup 11, LLP

Vendor's Address: 220 Crossways Park Drive West Woodbury NY US 11797

Vendor's EIN or TIN: 11-3140734

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
02/25/2021 08:29:50 AM

Lobbyist Registration and Disclosure Form:
02/25/2021 08:31:19 AM

Business History Form certified:
02/25/2021 09:30:45 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
02/25/2021 09:17:47 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]	02/25/2021 08:37:19 AM

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

CERTIFICATION

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

Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Name

Principal

Title

Spectorgroup 11, LLP

Name of Submitting Entity

04/13/2021 01:39:12 PM

Date



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		

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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



New York State Department of
Taxation and Finance

Sales Tax Registration
W A Harriman Campus
Albany NY 12227

1104284779300-AT00



SPECTORGROUP 11, LLP
SPECTOR ASSOCIATES
220 CROSSWAYS PARK DR W
WOODBURY NY 11797-2052

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

11-3140734

(Use this number on all returns and correspondence)



SPECTORGROUP 11, LLP
SPECTOR ASSOCIATES
220 CROSSWAYS PARK DR W
WOODBURY NY 11797-2052

VALIDATED

4/27/2011

**Dept of Tax
and Finance**

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4050109100098

1DC3 - 1180635 P0000063- 01

DTF-17-A-R (9/10)

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 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.

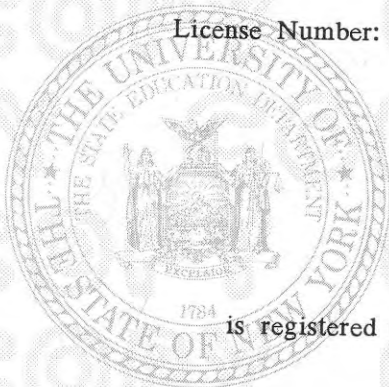
SEE BACK FOR IMPORTANT INFORMATION

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

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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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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.

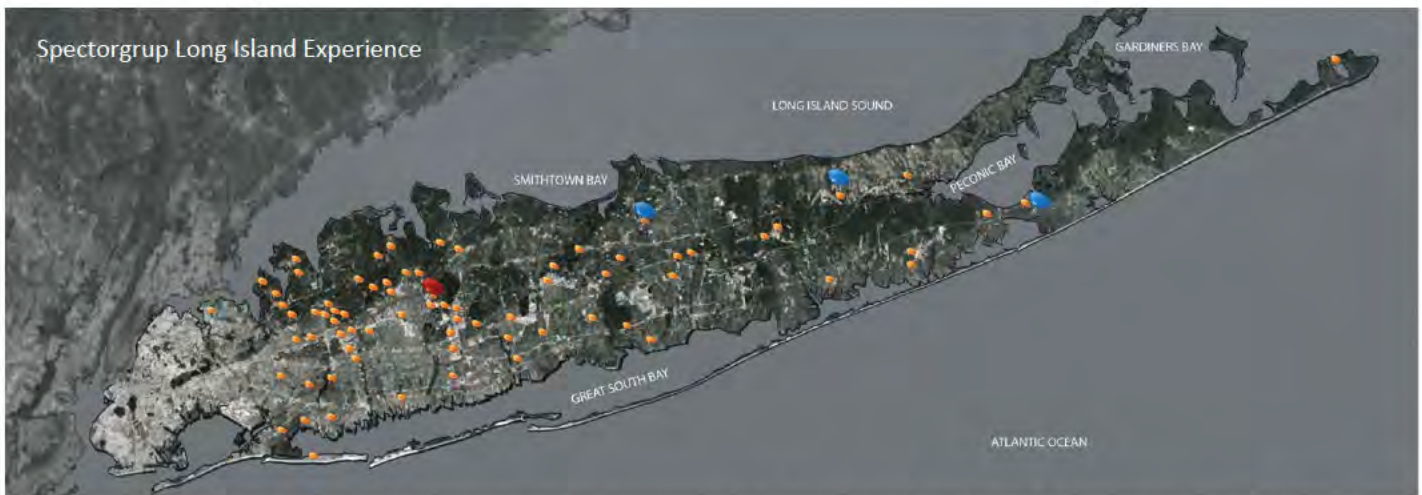
From Forensic Analysis, Concept Approach, Design, Documentation to Construction Administration the versatility of talent and experience is there.

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.

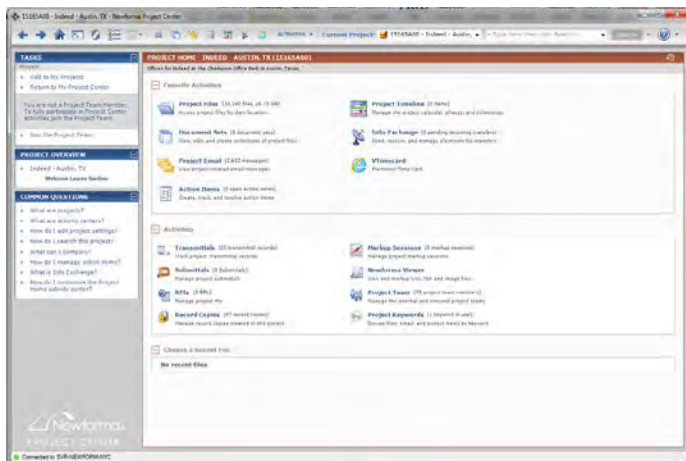
Anticipation and integration of external considerations of the many elements of any project is essential to a trouble free project. Awareness of the issues allows the Project Manager to circumvent potential problems and is essential to a trouble-free operation. The Spectorgroup Team will function as 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.

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.

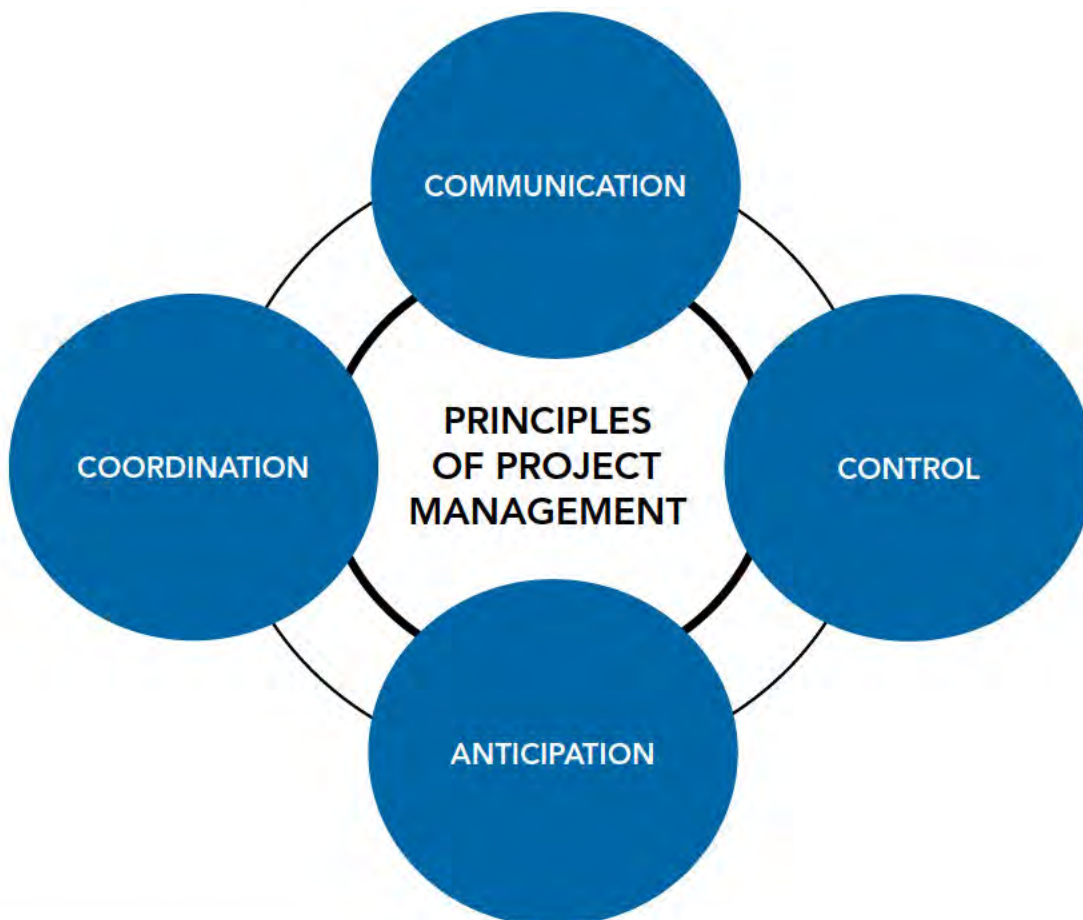
Mr. Randazzo and the project managers selected for this project have extensive years of multi-disciplined management experience. They will be in full control of the Project from inception to completion. They will be present at all meetings and will direct the project Team as the work unfolds.

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.



[illegible]

10.0 PROGRAM

CANINE

TRAINING

Description	1. Animal	2. Equipment	3. Staff/Inmate	Total
15 Office	1	1	200	201
16 Classroom	1	1	800	801
17 Staff-Inmate	2	1	150	151
Subtotal				1,151

Gross up Factor

2.5

ADMINISTRATIVE AREAS TOTAL

5,478

KENNEL

Description	1. Animal	2. Equipment	3. Staff/Inmate	Total
18 Kennel	18	1	75	93
19 Outdoor Run	10	1	75	85
20 General Bath	1	1	200	201
21 Fund-Freq	1	1	150	151
22 Grooming/Laundry Room	1	1	400	401
23 Food Storage	1	1	150	151
24 Quarantine Kennel	2	2	150	201
Subtotal				1,099

Gross up Factor

1.25

KENNEL AREAS TOTAL

5,326

PROGRAM AREA SUMMARY

	TOTAL SF
TRAINING AREAS	2,875
KENNEL AREAS	5,338
GRAND TOTAL	8,213

spectator

The diagram shows a floor plan of the program area. It includes a large central area labeled 'KENNEL' with a grid of blue squares. To the left of the kennel area is a 'HALL'. To the right of the kennel area is a 'QUARANTINE KENNEL'. Above the kennel area are several rooms: 'CLASSROOM', 'OFFICE', 'SAFETY TOWER', 'KIT', 'STORAGE/LAUNDRY', 'FOOD STOVE', and 'RECEPTION'. Below the kennel area is an 'OUTDOOR COVERED RUN'. The diagram is labeled with 'CANINE' on the left and 'SPECTATOR' on the right.

INASSAUCOUNTY POLICY TRAINING ACADEMY - PROGRAMMING BOOK - AUGUST 2016

Copyright 2016 by Inassa County

Nassau County Police Department & North Shore - LIJ Heath Systems

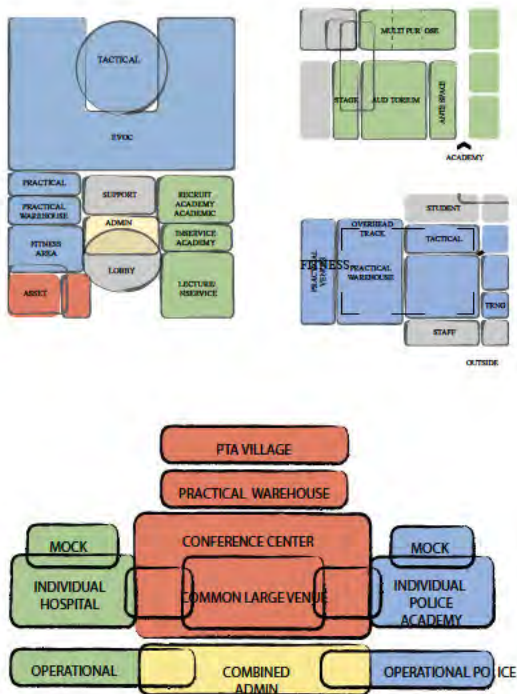
JOINT TRAINING | FACILITY STUDY

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 (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

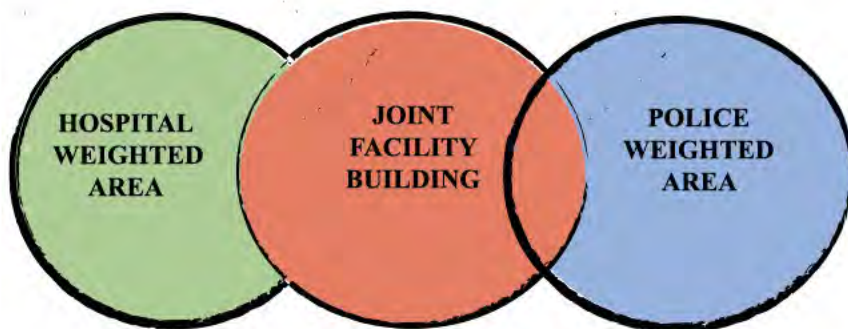
MAJOR PROGRAM AREAS



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

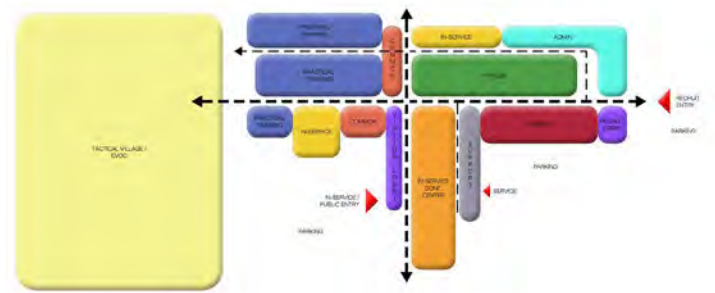
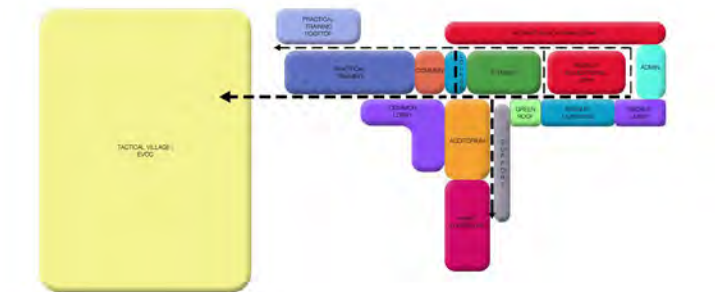
SITE ADJACENCY



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.



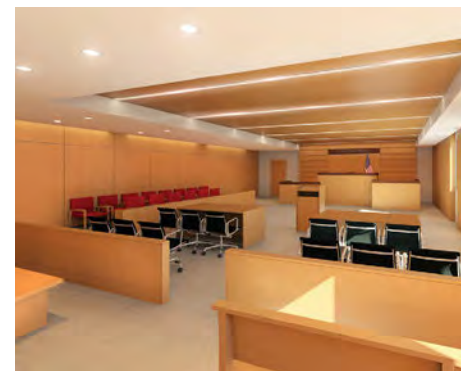
Services:

- 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.”

Spectorgroup

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. Ysrael 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

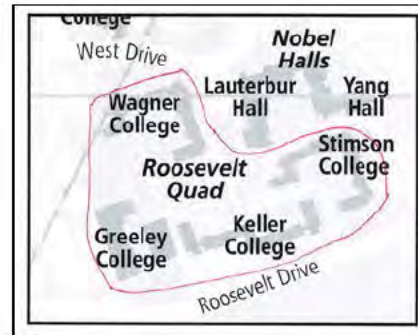
1.4. Date of Investigation May-June 2018.

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

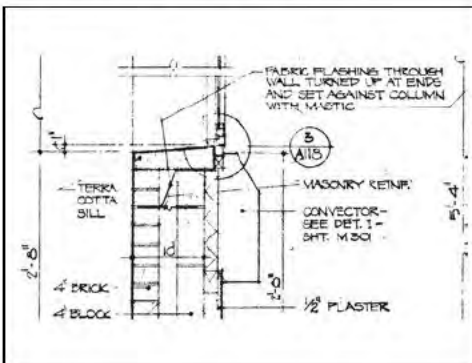
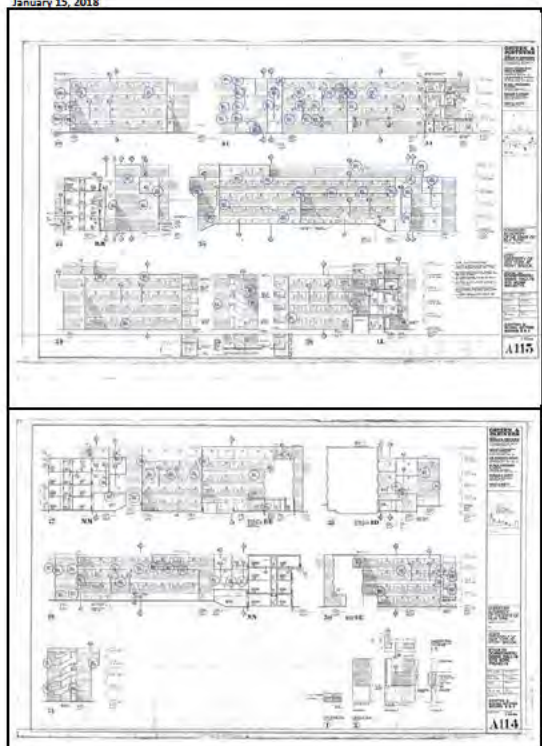
2.2.1 Conclusions

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
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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



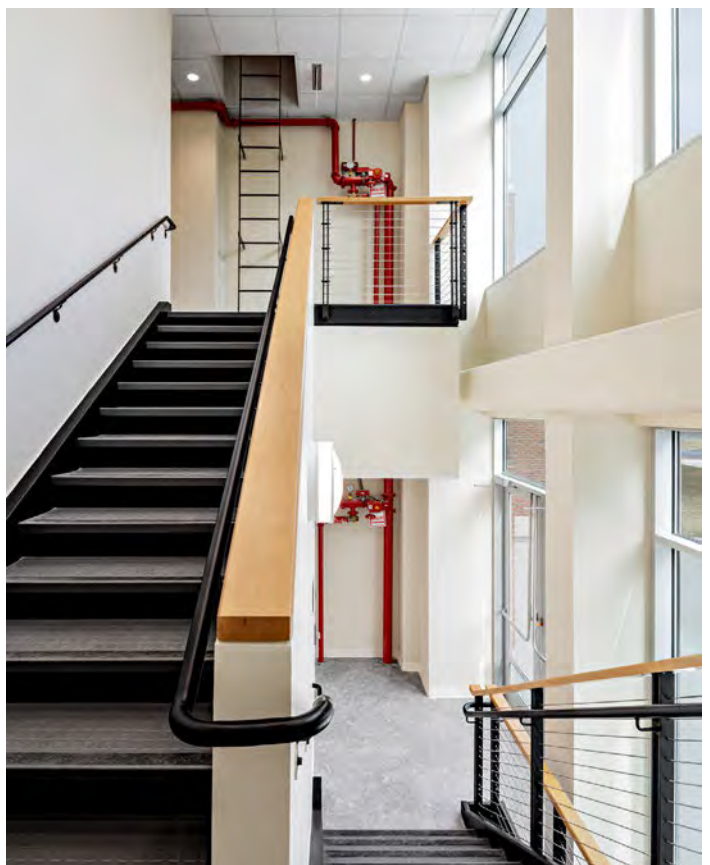
Client Reference

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



American Institute of Architects | Design Excellence

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**

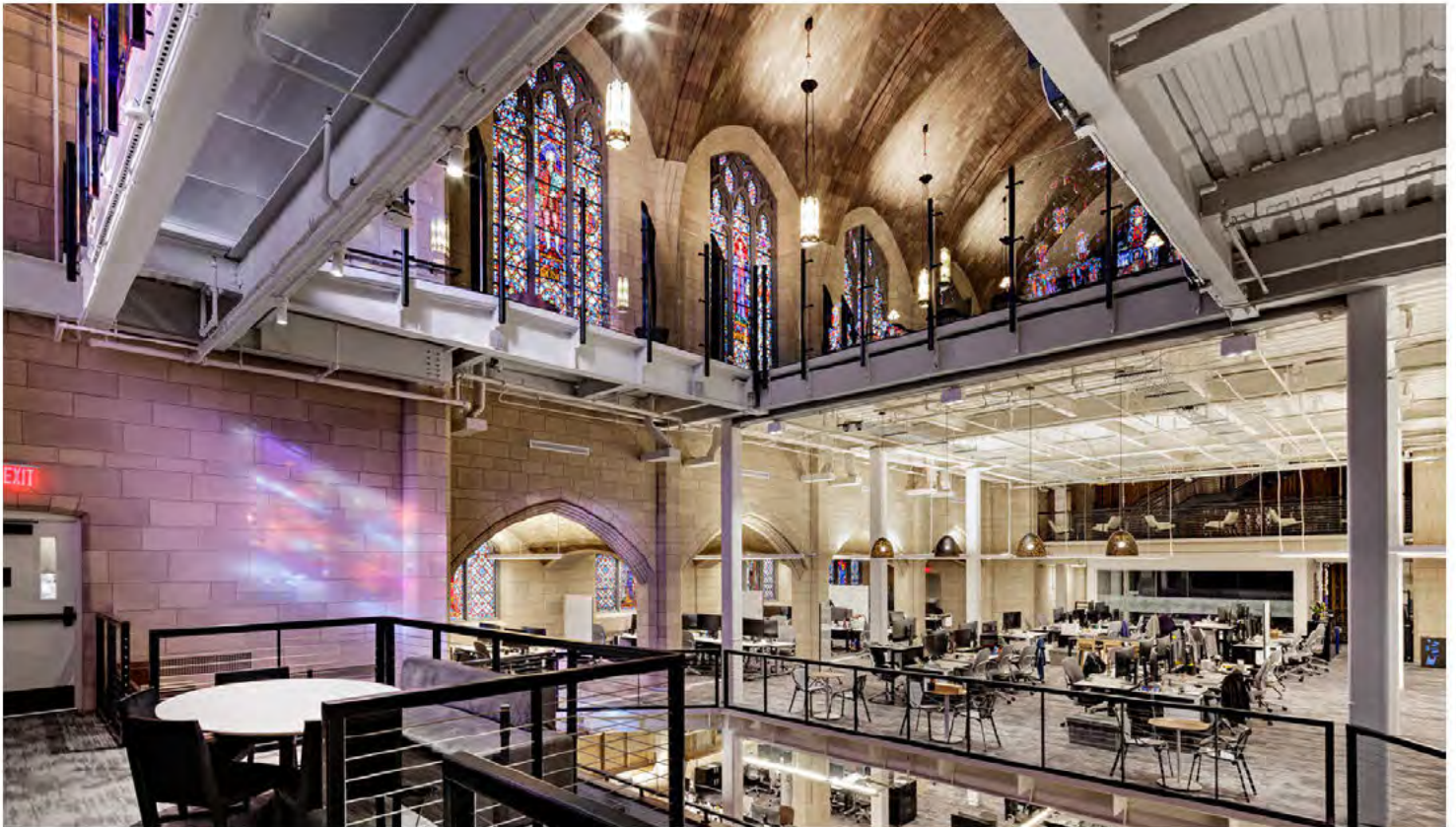


Amazon | Audible.com Innovation Cathedral NEWARK, NEW JERSEY

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

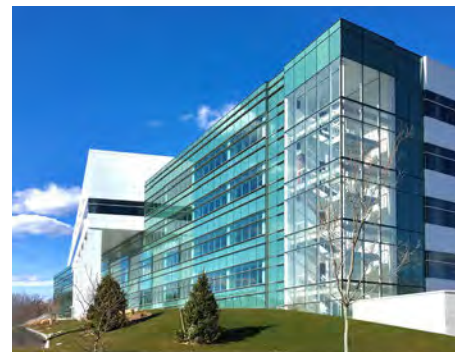
NORTH HILLS, NEW YORK

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

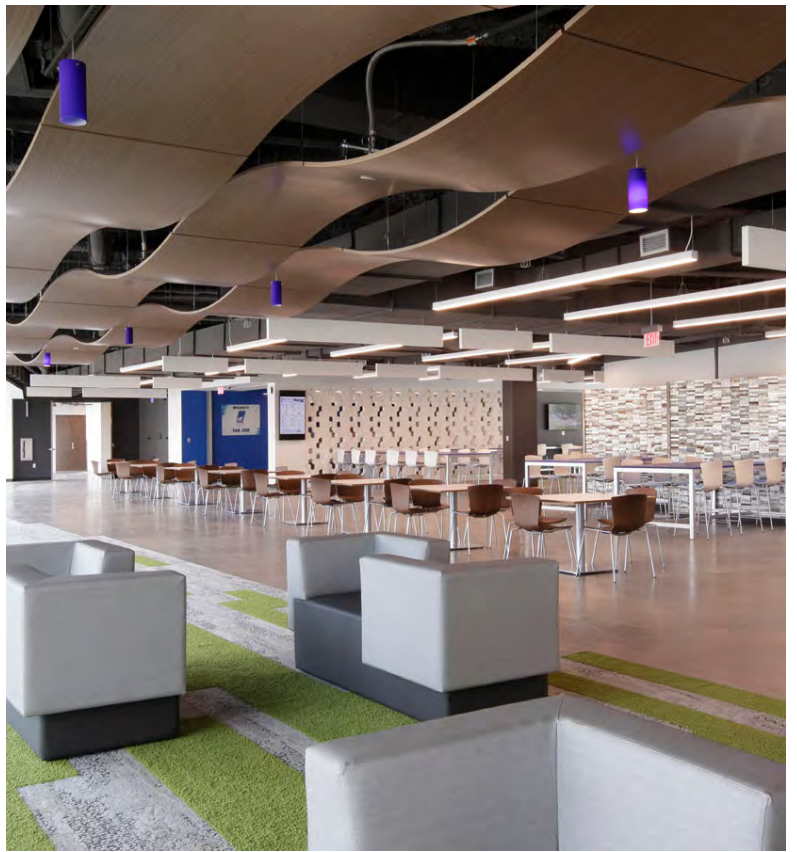
Cost: \$112,000,000

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



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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.
- SUCE/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.
- SUCE/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

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

Marc B. Spector FAIA – 99%



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

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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)



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).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME Alyson Graziosi PHONE (A/C, No, Ext) 516-869-8788 E-MAIL agraziosi@crpgp.com ADDRESS	FAX (A/C, No) 516-470-0338
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Twin City Fire Insurance Company		29459
INSURER B State Insurance Fund Workers' Compensation Fund		36102
INSURER C		
INSURER D		
INSURER E		
INSURER F		

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			12SBAAA7289SB	7/16/2020	7/16/2021	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12SBAAA7289SB	7/16/2020	7/16/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	H22544894	1/17/2021	1/17/2022	<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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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: October 2, 2019

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firm for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received twelve (12) responses to the "Request For Proposals" (RFP).


The technical proposals were evaluated by professional staff within the Department by Rakhal Maitra, Deputy Commissioner, Valiant Yeung, Architect III, Joseph Amerigo, Project Manager III, and Robert LaBaw, Architect IV, Project Manager.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 88.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis.

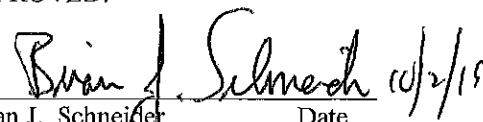
If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.


Kenneth G. Arnold
Commissioner

KGA:RM:jd
Attachment

c: Elisa Picca, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Jane Houdek, Attorney for Public Works
Joseph Amerigo, Program Manager III
Robert LaBaw, Architect IV

APPROVED:


Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive



TECHNICAL RATING SUMMERY
RFP for ON-CALL BUILDING DESIGN SERVICES
RFP # B90406-01D

Rated By: Rakhal Maitra, Valiant Yeung
 Joseph Amerigo, Robert LaBaw

Department: DPW

Date: September 12, 2019

Firm Name	Contact Person	Total Score	Average Score	Final Ranking	Fee Proposal (Multiplier)
Beyhan Karahan & Associates, P.C. 55 Greene Street 3 rd Floor New York, NY 10001	Beyhan Karahan 212-334-9454	317	79.25	11	2.90
Cameron Engineering & Associates, LLP 177 Crossways Park Drive Woodbury, NY 11797	Michael Hults 516-827-4900	344	86.0	6	2.75
Cashin Associates 1200 Veterans Memorial Highway Hauppauge, NY 11788	Francis Cashin, III 631-348-7600	371	92.75	3	2.75
Ensign Engineering, P.C. 1111 Calhoun Avenue Bronx, NY 10465	Rita Gallagher Marengo 718-863-5590	324	81.0	8	2.50
FPM Engineering Group, PC 909 Marconi Avenue Ronkonkoma, NY 11779	Christopher Schwartz 631-737-6200	326	81.5	8	2.90
Peter F. Gaito & Associates 333 Westchester Avenue White Plains, NY 10604	Peter F. Gaito 914-682-3381	295	73.75	12	4.00
H2M architects + engineers 538 Broad Hollow Road 4 th Floor East Melville, NY 11747	George W. Desmarais 631-756-8000	356	89.0	4	2.90
Hirani Engineering and Land Surveying, P.C. 120 West John Street Hicksville, NY 11801	Jitendra Hirani 516-248-1010	323	80.75	10	2.70
LIRo Architects + Planners, PC Three Aerial Way Syosset, NY 11791	Michael Smith 516-938-5476	379	94.75	1	2.50
Lizardos Engineering Associates, P.C. 200 Old Country Road Suite 670 Mineola, NY 11501	Steve Sonmez Sciara 516-484-1020	327	81.75	7	2.75
Nelson & Pope 572 Walt Whitman Road Melville, NY 11747	Michael A. Sciara 631-427-6665	352	88.0	5	2.65
Spector Group 220 Crossways Park West Woodbury, NY 11797	Marc B. Spector 516-365-4240	377	94.25	2	2.50

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: "On-Call" Building Design ServicesDepartment: Public Works Project Manager: Robert LaBaur Date: April 4, 2018Service Requested: RFP for "On-Call" Building Design ServicesJustification: Appropriate Professional Design Services for various building projects cannot be achieved with current DPW staffing levels.Requested by: DPW/Buildings Department/Agency/Office 03.01Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) N/A - max. multiplier of 2.75
Circle appropriate phaseTotal Project Cost: T.B.D. Date Start Work: 9/2018 Duration: 24 mo.
Includes, design, construction and CM Phase being requestedCapital Funding Approval: YES ☒ NO ☐ RDNelle 4/17/18
SIGNATURE DATEFunding Allocation (Capital Project): 90406 - \$0.01
See Attached Sheet if multiyear ☐NIFS Entered: AP
SIGNATURE DATEAIM Entered: Deanna Funk 4-30-18
SIGNATURE DATEFunding Code: 90406-000
use this on all encumbrancesTimesheet Code: 18-0110
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐Kurt Mosh
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐Dirk Schneider
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert LaBaw, Architect IV, Project Manager

FROM: Office of the Commissioner

DATE: November 5, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-128 – Proposed Contract B9040601D – “On-Call” Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-128**,

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

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



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 24, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
 "On-Call" Building Design Contract
 Proposed Contract No: B9040601D

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

1. DPW plans to recommend a contract/agreement for the following services: Architectural / Engineering Services
2. The work involves the following: Providing "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
3. An estimate of the cost is: \$500,000.00
4. An estimate of the duration is: twenty-four (24) months

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



Roseann D'Alleva
 Deputy Commissioner

RD:RM;jd

c: Christopher Nicolino, Director, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 Loretta Dionisio, Assistant to Deputy Commissioner
 Christopher Yansick, Unit Head, Financial Management Unit
 Diane Pyne, Unit Head, Human Resources Unit
 Jonathan Lesman, Management Analyst II
 ✓ Robert LaBaw, Architect IV, Project Manager



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

10/8/2020

Date

Spectorgroup 11, LLP

Name of Organization

220 Crossways Park West, Woodbury, NY 11797

Address of Organization

APPENDIX A
COST PROPOSAL

(To be submitted in a separately sealed envelope)

Proposer: Spectorgroup 11, LLP d/b/a Spectorgroup

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

1. Proposer's Multiplier:	<u>2.5</u>
2. Proposer's Multiplier for Extra Services:	<u>2.5</u>
3. Sub-Consultant Multiplier: (Cannot Exceed Proposer's Multiplier)	
a. <u>Bohler Engineering</u>	<u>2.5</u>
b. <u>Ysrael A. Seinuk</u>	<u>2.5</u>
c. <u>CSA</u>	<u>2.5</u>
d. <u>JFK&M</u>	<u>2.33</u>
e. <u>Ellana Inc.</u>	<u>2.42</u>
f. <u>Shen Milsom Wilke</u>	<u>2.5</u>

Attach staffing schedule with names, titles, and hourly rates. Maximum hourly rate **with** multiplier is \$175.00.

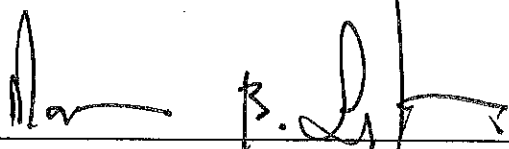
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY:


(Signature)

PRINT NAME: Marc B. Spector, FAIA

DATE: July 31, 2019