



Certified:

E-167-21

Filed with the Clerk of the
Nassau County Legislature on
November 8, 2021 1:02pm

NIFS ID:CLPW21000034 Department: Public Works

Capital: X

SERVICE: Amendment 1-S35121-11C Bay Park STP Effluent Screens

Contract ID #:CFPW16000042

NIFS Entry Date: 21-OCT-21

Term: from 31-DEC-21 to 31-DEC-23

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

1) Mandated Program:	Y
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: Gannett Fleming Engineers & Architects, PC	Vendor ID#: [REDACTED]
Address: 88 Froehlich Farm Blvd Suite 450 Woodbury, NY 11797	Contact Person: [REDACTED]
	Phone [REDACTED]

Department:
Contact Name: Vinny Falkowski
Address: 3340 Merrick Road Building R. 3rd Floor Wantagh, NY 11793
Phone: 516-571-7515

Routing Slip

Department	NIFS Entry: X	21-OCT-21 -- LDIONISIO
Department	NIFS Approval: X	21-OCT-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	21-OCT-21 -- RDALLEVA
OMB	NIFA Approval: X	22-OCT-21 -- CNOLAN
OMB	NIFS Approval: X	21-OCT-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	21-OCT-21 -- NSARANDIS
County Atty.	Approval to Form: X	21-OCT-21 -- NSARANDIS

CPO	Approval: X	25-OCT-21 -- PARJUNE
DCEC	Approval: X	25-OCT-21 -- RCLEARY
Dep. CE	Approval: X	25-OCT-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	08-NOV-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to provide time extension to continue design related construction services in connection with the Bay Park STP Effluent Screens.
Method of Procurement: RFP was issued 2016
Procurement History: RFP - five proposals were received
Description of General Provisions: This proposed amendment provides additional time in order to cover the completion of construction activities plus one year O&M period.
Impact on Funding / Price Analysis: This term amendment has no impact on funding.
Change in Contract from Prior Procurement: Not Applicable.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	35	Revenue		2	PWCSWCSW/3512	\$ 0.01
Resp:	121	Contract:			1/011/00002	
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.01			\$ 0.00
Project #:	35121	State	\$ 0.00			\$ 0.00
Detail:	011	Capital	\$ 0.00			\$ 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 AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gannett Fleming Engineers & Architects, P.C. for Construction Design Services for the Bay Park Sewage Treatment Plant Effluent Screening and Disinfection Facility Improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Gannett Fleming Engineers & Architects, P.C.



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

1. Vendor: Gannett Fleming Engineers & Architects, PC

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a Amendment

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

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

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

3. Contract Term: 2 years

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

This is Amendment #1 to provide time extension to continue design related construction services in connection with the Bay Park STP Effluent Screens. Professional services in regard to improvements to the Effluent Screening & Disinfection Facilities to maintain the facility in good condition for the next 25 years as required by the existing Plant SPDES permit.

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

22-OCT-21

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment 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 Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Gannett Fleming Engineers and Architects, P.C., having its principal office at 88 Froehlich Farm Boulevard, Woodbury, NY 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35121-11C between the County and the Firm, executed on behalf of the County on November 4, 2016 (the "Original Agreement"), the Firm performed certain services for the County in connection with Design Services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from November 4, 2016 through December 31, 2020 (the "Original Term"); through notice of extension the term of the agreement was extended to December 31, 2021 ("Extended Term").

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

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

1. Amended Term. The Extended Term shall be extended by twenty-four (24) months so that the termination of the Agreement, as amended by this amendment (the "Amended Agreement") shall be December 31, 2023. The Department, in its sole discretion, shall have the right to extend this Agreement one (1) year on up to two (2) occasions, delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Compliance with Law.

(a) 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.

(b) 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.

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

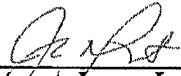
- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined 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.

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

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

Gannett Fleming Engineers and Architects, P.C.

By: 
Name: James Laurita
Title: Vice President
Date: 05/24/2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ ^{New Jersey}
)ss.:
 COUNTY OF ~~NASSAU~~ ^{Middlesex}

On the 24 day of May in the year 2021 before me personally came James R. Lunta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Morris; that he or she is the Vice President of Gannett Fleming E.P.A. PC, 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



LUKESHWARIE SINGH
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires October 21, 2023
 I.D. # 2379185

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

On the ____ day of _____ in the year 202__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

James R. Laurita _____ (Name)

88 Froehlich Farm Blvd, Suite 450, Woodbury, NY 11797
_____ (Address)

(516) 364-4140 _____ (Telephone Number)

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

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

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

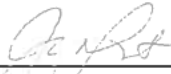
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County

representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

March 24th 2021

Dated



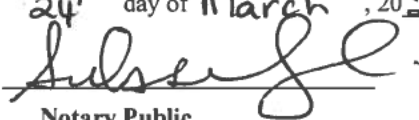
Signature of Chief Executive Officer

James R. Laurita, PE., President

Name of Chief Executive Officer

Sworn to before me this

24th day of March, 2021



Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2023
I.D. # 2379185

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: Gannett Fleming Engineers & Architects, PC

CONTRACTOR ADDRESS: 88 Froehlich Farm Boulevard, Woodbury, NY 11797

FEDERAL TAX ID #: 23-2935505

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

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

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

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

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

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

The contract was originally executed by Nassau County on November 4, 2016 [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 the RFP was advertised and Gannett Fleming's proposal was selected from among five (5) submitted based on having the highest rating and second lowest cost representing the best value to the County.

_____[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.

Roseann DALLEVA

Department Head Signature

10/21/21

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Gannett Fleming Engineers and Architects, P.C.

Vendor's Address: 88 Froehlich Farm Blvd, Suite 450 Woodbury NY US 11797

Vendor's EIN or TIN: 232935505

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
08/06/2021 01:36:13 PM

Lobbyist Registration and Disclosure Form:
09/03/2021 01:18:45 PM

Business History Form certified:
09/08/2021 09:29:49 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
09/03/2021 01:21:29 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
James R. Laurita, PE [JLAURITA@GFNET.COM]	09/07/2021 04:46:09 PM
John W. Kovacs, PE, PMP, DGE [JKOVACS@GFNET.COM]	09/07/2021 03:02:57 PM
Joseph Rikk, Jr., PE [JRIKK@GFNET.COM]	09/07/2021 03:09:15 PM
Giuseppe Tulumello [JTULUMELLO@GFNET.COM]	09/07/2021 03:13:23 PM
Glen L. Hair, PE LEED AP [GHAIR@GFNET.COM]	09/07/2021 03:06:06 PM

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

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

CERTIFICATION

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

James R. Laurita, P.E. JLAURITA@GFNET.COM

Name

President

Title

Gannett Fleming Engineers and Architects, P.C.

Name of Submitting Entity

09/14/2021 11:56:19 AM

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:
James R. Laurita, PE [JLAURITA@GFNET.COM]

Dated: 08/06/2021 01:36:13 PM

Vendor: Gannett Fleming Engineers and Architects, P.C.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Gannett Fleming Engineers and Architects, P.C. is not a lobbying organization.

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

See Consultants, Contractors, and Vendor's Disclosure Form.

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

None

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

None

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

None

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

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

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:
James R. Laurita, PE [JLAURITA@GFNET.COM]

Dated: 09/03/2021 01:18:45 PM

Vendor:

Gannett Fleming Engineers and
Architects, P.C.

Title:

President

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: Glen L. Hair, PE, LEED AP

Date of birth:

Home address:

City:

State/Province/Territory:

Zip/Postal Code:

Country: US

Business Address: 207 Senate Avenue

City: Camp Hill

State/Province/Territory: PA

Zip/Postal Code: 17011

Country: US

Telephone: 7177628150

Other present address(es): N/A

City: N/A

State/Province/Territory:

Zip/Postal Code:

Country:

Telephone: N/A

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 01/03/2014

Partner

Type	Description	Start Date
Other	Director	01/03/2014
Other	Senior Vice President	01/03/2014

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.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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, Glen L. Hair, PE LEED AP , 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, Glen L. Hair, PE LEED AP , 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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

Glen L. Hair, PE LEED AP [GHAIR@GFNET.COM]

Senior Vice President and Secretary

Title

09/07/2021 03:06:06 PM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: Giuseppe Tulumello
Date of birth:
Home address:
City: State/Province/Territory: Zip/Postal Code:
Country: US

Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: 2129679833

Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>09/18/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/18/2018</u>		
(Other)			

Type	Description	Start Date
Other	Director	09/18/2018

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

YES ☒ NO ☐ If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, PC and 35% of Gannett Fleming Architects, Inc.

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.

The amount of \$33.00 represents monies advanced to Giuseppe Tulumello, AIA to obtain the 33 shares of stock of Gannett Fleming Engineers and Architects, P.C.

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.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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

CERTIFICATION

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Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

Giuseppe Tulumello [JTULUMELLO@GFNET.COM]

Senior Vice President

Title

09/07/2021 03:13:23 PM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Vice President
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Treasurer
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Secretary
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Director
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Assistant Secretary
Tulumello, Giuseppe	Gannett Fleming, Inc.	Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: James R. Laurita, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: 2129679833

Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

President	12/31/2009	Treasurer	
Chairman of Board	01/03/2014	Shareholder	12/31/2009
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Other	Director	05/20/2004

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

YES ☒ NO ☐ If Yes, provide details.

I own 34% of Gannett Fleming Engineers and Architects, PC

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.

The amount of \$34.00 represents monies advanced to James R. Laurita to obtain the 34 shares of stock of Gannett Fleming Engineers and Architects, P.C.

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.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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, James R. Laurita, PE , 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, James R. Laurita, PE , 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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

James R. Laurita, PE [JLAURITA@GFNET.COM]

President

Title

09/07/2021 04:46:09 PM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Rikk, Jr., PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address: 2500 Corporate Exchange Drive, Suite 230
City: Columbus State/Province/Territory: OH Zip/Postal Code: 43231
Country: US
Telephone: 6147949424

Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>01/01/2015</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/24/2015</u>		
(Other)			

Type	Description	Start Date
Other	Director	11/24/2000

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.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

I, Joseph Rikk, Jr., PE , 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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

Joseph Rikk, Jr., PE [JRIKK@GFNET.COM]

Vice President and Treasurer

Title

09/07/2021 03:09:15 PM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Rikk, Joseph Jr	Association of Bridge Construction and Design, COH	President
Rikk, Joseph Jr	American Society of Highway Engineers, COH	Program Director
Rikk, Joseph Jr	American Society of Highway Engineers, GLR	Project of the Year Chair
Rikk, Joseph Jr	American Society of Highway Engineers, National	Project of the Year Chair

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John W. Kovacs, PE, PMP, DGE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
- Business Address: 730 Holiday Drive
City: Pittsburgh State/Province/Territory: PA Zip/Postal Code: 15220
Country: US
Telephone: 4129225575
- Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	01/03/2014
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Other	Director	01/03/2014
Other	Senior Vice President	11/02/2012

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

YES ☒ NO ☐ If Yes, provide details.

I own 33% of Gannett Fleming Engineers and Architects, PC

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.

The amount of \$33.00 represents monies advanced to John W. Kovacs to obtain the 33 shares of stock of Gannett Fleming Engineers and Architects, P.C.

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.

Please see Attachment 1.

1 File(s) Uploaded: Attachment 1.pdf

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.

Please see Attachment 2.

1 File(s) Uploaded: Attachment 2.pdf

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, John W. Kovacs, PE, PMP, DGE , 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, John W. Kovacs, PE, PMP, DGE , 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.

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

John W. Kovacs, PE, PMP, DGE [JKOVACS@GFNET.COM]

Senior Vice President

Title

09/07/2021 03:02:57 PM

Date

Principal Questionnaire Form - Attachment 1

In the past three years, the individual listed below has acted as principal owner or officer of the respective organizations:

Name	Company	Title
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Vice President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	President
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Director
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	Chairman
Kovacs, John W	Gannett Fleming Sustainable Ventures Corporation	President

Principal Questionnaire Form - Attachment 2

Gannett Fleming is a national consulting engineering firm, and at any one time, has 4,000 to 5,000 open agreements, including contracts with governmental entities that are too numerous to list. All other entities listed also have too many agreements to list.

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: 03/09/2021

1) Proposer's Legal Name: Ganett Fleming Engineers and Architects, PC

2) Address of Place of Business: 88 Froehlich Farm Boulevard

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

Country: US

Address: One Penn Plaza, Suite 630, 250 West 34th Street

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

Start Date: _____ End Date: _____

Address: 100 Crossways Park West, Suite 300

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

Country: US

Start Date: _____ End Date: _____

Address: Two Penn Plaza, Suite 552, 380 Seventh Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10121

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 16-737-4706

- 5) Federal I.D. Number: 232935505
- 6) The proposer is a: Other (Describe) Professional Corporation
- 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:
- 1 File(s) Uploaded: Business History Form Attachment 1 #9,10 explanation.pdf
- 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.

GFEAPC has both a Code of Ethics, and Conflict of Interest policy to identify and disclose a Conflict of Interest. In addition, the firm provides training to its employees.

- 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;

08/13/1997

- 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: Business History Form Attachment 2- Aii, Aiii.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: Business History Form Attachment 2- Aii, Aiii.pdf

iv) State of incorporation (if applicable);

PA

v) The number of employees in the firm;

2718

vi) Annual revenue of firm;

650339000

vii) Summary of relevant accomplishments

2 File(s) Uploaded: S3P311-07C Quals.pdf, S3P311-11M ?Quals.pdf

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

1 File(s) Uploaded: Business History Form- Attachment 3 - Cert of Auth.pdf

B. Indicate number of years in business.

106

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

Regarding Question 17 A v.) above: Please note that Gannett Fleming Engineers and Architects, PC (GFEAPC) has 191 employees and Gannett Fleming Inc. (GFI) has 2,527

Regarding Question 17 A vi.) above: GFEAPC is rolled into GFI's financials. GFI's 2020 revenue was \$650,339,000

Regarding Question 17 B) above: GFEAPC - 24 years old; GFI is 106 years old.

2 File(s) Uploaded: S3P311-07C Quals.pdf, S3P311-11M ?Quals.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 SUEZ

Contact Person Anthony Delescinskis

Address 200 Lake Shore Drive

City Haworth State/Province/Territory NJ

Country US

Telephone (201) 528-0367

Fax #

E-Mail Address anthony.delescinskis@suez.com

Company Town of Greenwich

Contact Person Richard Feminella

Address 101 Field Point Road

City Greenwich State/Province/Territory CO

Country US

Telephone (203) 622-7844

Fax #

E-Mail Address richard.feminella@greenwich.org

Company Suffolk County Department of Public Works

Contact Person Janice McGovern

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country	US
Telephone	(631) 852-4010
Fax #	
E-Mail Address	public.works@suffolkcounty.gov

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

CERTIFICATION

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

Name of submitting business: Gannett Fleming Engineers and Architects, P.C.

Electronically signed and certified at the date and time indicated by:
James R. Laurita, PE [JLAURITA@GFNET.COM]

President
Title

09/07/2021 04:22:40 PM
Date

Business History Form

Attachment 1 – Explanation for Questions #9, and #10:

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

GFEAPC is an affiliate of and is controlled by Gannett Fleming, Inc. GFEAPC's shareholders are James Laurita, John Kovacs, and Giuseppe Tulumello. Gannett Fleming Architects, Inc. is also an affiliate of Gannett Fleming, Inc. Additionally, Gannett Fleming Engineers, PC is an affiliate of Gannett Fleming, Inc. but is winding down operations in favor of GFEAPC in a move to simplify our operations.

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?

GFEAPC and its affiliate Gannett Fleming, Inc. are part of a large engineering organization, which has been in business since 1915. At any one time, these entities have several thousand open contracts. From time to time, some clients have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 years, no Gannett Fleming contracts have been terminated for default.

Business History Form

Attachment 2

A.ii) Include names, addresses, and positions, of all persons having a financial interest in the company including shareholders, members, general or limited partners:

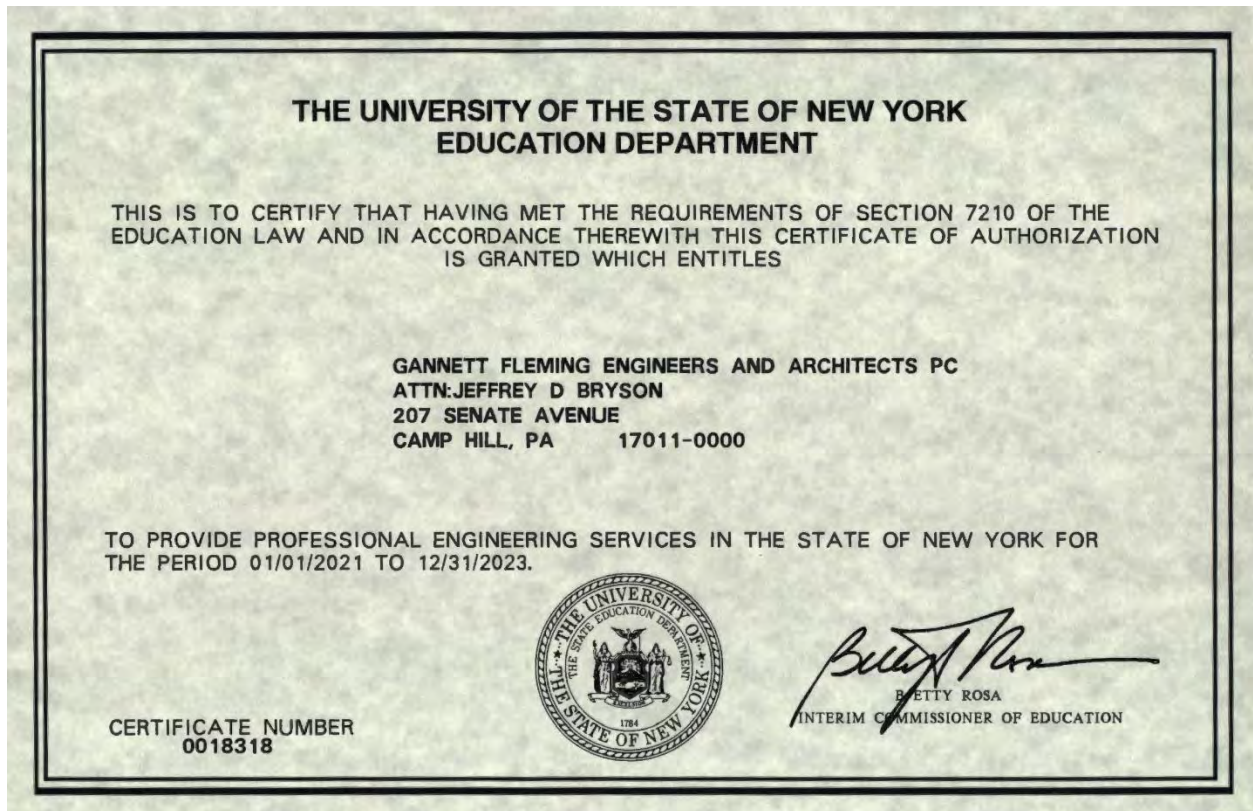
<u>Name</u>	<u>Business Address</u>	<u>Position</u>	<u>Ownership</u>
Laurita, James R.	One Penn Plaza Suite 630 250 West 34 th Street New York, NY 10119	Chairman/President	34% (34 shares)
Kovacs, John W.	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh, PA 15220	Senior Vice President	33% (33 shares)
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 th Street New York, NY 10119	Senior Vice President	33% (33 shares)

A.iii) Include names, addresses, and positions of all officers and directors of the company:

<u>Name</u>	<u>Business Address</u>	<u>Position</u>
Laurita, James R.	One Penn Plaza Suite 630 250 West 34 th Street New York, NY 10119	Chairman/President
Hair, Glen L.	207 Senate Avenue Camp Hill, PA 17011	Senior Vice President/Secretary
Kovacs, John W.	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh, PA 15220	Senior Vice President
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34 th Street New York, NY 10119	Senior Vice President
Rikk, Joseph Jr.	Suite 230 2500 Corporate Exchange Drive Columbus, OH 43231	Vice President/Treasurer

**Business History Form
Attachment 1**

A.viii) Include copies of all state and local licenses and permits:





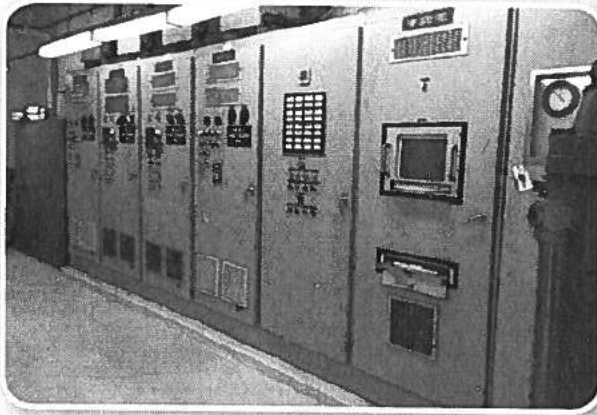
NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS

PUMP STATION MITIGATION

East Avenue, Inwood, Doughty Boulevard, Bayview Avenue, and Roslyn Road Pump Stations

SECTION 2 Technical Approach

SECTION 2
Technical Approach



VFD's in Control Room

Inwood Pump Station

- Variable Frequency Drives (VFD's) to be Replaced
- Develop MOPO and Staging Plan
- Replace Conduit and Wiring Impacted by Super Storm Sandy



Gannett Fleming

Excellence Delivered As Promised

SECTION 2

Proposed Technical Approach

This section presents our management and organizational approach to complete the project within 90 days. The milestones have been established as follows:

- Draft submittal (60% Design) 45 days from NTP
- Pre-bid submittal (90% Design) 65 days from NTP
- Bid Ready (100% Design) 90 days from NTP

The critical nature of the project will require Nathan A. Wheeler, PE, our proposed Project Manager, to utilize proven management techniques and tools to provide responsive, cost-effective delivery of our technical deliverables. The Gannett Fleming Team's management system will include:

- Monthly progress reporting
- Strict technical quality assurance and control
- Project communication
- Cost control

Mr. Wheeler will monitor the progress of the work and satisfy milestones. Additional resources, staff commitments and overtime will be provided to meet the schedule. He will work with Mr. Hadjiyane to ensure that the necessary firm resources are dedicated to this meet the demands of the project schedule with consistently delivered, high quality design.

MONTHLY PROGRESS REPORTS

Project progress reports will be provided on a monthly basis to the NCDPW. Progress reports will summarize the status of each project task on a percent complete basis, summarize any problems encountered during the course of the work and provide updates on the status of the project schedule. Our monthly progress reports will describe the progress of the management and technical aspects of the project. This reporting system will provide regular updates on project status, and will help to answer common questions, such as: "How are things going?", "Are we on schedule?", and "Are there any difficulties that have been encountered?" Weekly conference calls will also be held with the NCDPW to discuss issues and design progress.



PROJECT COMMUNICATION

The success of the project is dependent on the exchange of information between Gannett Fleming Team, the Program Manager and NCDPW. The project approach must, at times, be adjusted to assure that NCDPW's needs are fully satisfied at every stage of the project. Gannett Fleming Team's approach will consist of working very closely with NCDPW throughout the project, meetings at key milestones, with weekly conference calls and the submission of monthly progress reports.

In addition to the above, the Team will utilize an Internet-based information repository to organize plans, specifications, meeting minutes, progress photos, schedules, and so on. Using a web browser, the Program Manager, including NCDPW, can view plans and other project documentation 24 hours a day, every day, conveniently—even over a standard telephone modem-based connection.

The information management system will help ensure that everyone is working with the latest information. Project Team members will be notified as new information is posted on the project's website, as well as when existing project information has changed. The Job Site Online Project Manager that our Team will utilize for this project will help maintain a high level of communication, and the efficient transfer of information among the project's stakeholders.

PROJECT SCHEDULE

A detailed design schedule is provided in Section 5 of this proposal.

DRAFT DRAWING LIST

In accordance with the RFP, a draft drawing list has been provided at the end of this section.



NCDPW - PUMP STATION MITIGATION CONTRACT DRAWINGS TRACKING LOG

DWG NO.	TITLE
General	
G-01	Drawing Index
G-02	General Notes, Legend and Abbreviations
G-03	Location and Construction Staging Plan
G-04	Soil Erosion Control Details
G-05	Fuel Tank Vent and Miscellaneous Details
East Avenue Ejector Pump Station	
Demolition	
D-01	Demolition Plan
Civil	
C-01	Existing Site Plan
C-02	Miscellaneous Details Sheet
Architectural	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Wall Reinforcements Details
A-04	Miscellaneous Details
Structural	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
Mechanical	
M-01	Plan and Elevations
M-02	Mechanical Sections and Details
Electrical	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Control Schematics
E-04	Power and Instrumentation Plan
E-05	Miscellaneous Details Sheet

**SECTION 2****Proposed Technical Approach**

DWG NO.	TITLE
Inwood Boulevard Pump Station	
Demolition	
D-01	Building Demolition Plan
Civil	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
Architectural	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Wall Reinforcements Details
A-04	Miscellaneous Details
Structural	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
Mechanical	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
M-05	Odor Control System Plan and Section
Electrical	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-06	Block Diagram - Sheet 2
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan - Sheet 1
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2



DWG NO.	TITLE
Bayview Avenue Pump Station	
Demolition	
D-01	Building Demolition Plan
Civil	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
Architectural	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Miscellaneous Details
Structural	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
Mechanical	
M-01	Main Control Room and Odor Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Odor Control System Plan and Elevation
Electrical	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-06	Block Diagram - Sheet 2
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan - Sheet 1
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2

**SECTION 2****Proposed Technical Approach**

DWG NO.	TITLE
Doughty Boulevard Pump Station	
Demolition	
D-01	Building Demolition Plan
Civil	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
Structural	
S-01	New Platforms Plan and Section
S-02	Details
Dry Wall	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
Electrical	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Platform Elevation and Details
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2
Roslyn Road	
Demolition	
D-01	Building Demolition Plan
Civil	
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet



DWG NO.	TITLE
Architectural	
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Miscellaneous Details
Structural	
S-01	Wall Structure Details
S-02	Miscellaneous Concrete Repairs
Mechanical	
M-01	Main Control Room Plan and Sections
M-02	Wet Well Plan and Elevations
M-03	Mechanical Sections and Details
M-04	Mechanical Sections and Details
Electrical	
E-01	Electrical - Legend, Symbols and Abbreviations
E-02	Single Line Diagram
E-03	Electrical Room Plan
E-04	Lower Level Plan
E-05	Block Diagram - Sheet 1
E-07	Electrical Control Schematics
E-08	Power and Instrumentation Plan
E-09	Miscellaneous Details Sheet 1
E-10	Miscellaneous Details Sheet 2



NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS

PUMP STATION MITIGATION

East Avenue, Inwood, Doughty Boulevard, Bayview Avenue, and Roslyn Road Pump Stations

SECTION 3 **Experience/Qualifications** **of the Firm**



Proposed Location of Raised Platform

Doughty Boulevard Pump Station

- Provide New Raised Platforms and Electrical Panels Above 100 Year Flood Elevation
- Develop MOPO and Staging Plan
- Temporary Power and Pumping Systems. Diesel or Electric Driven Portable Pumps.

SECTION 3
Experience/Qualifications
of the Firm



Gannett Fleming

Excellence Delivered As Promised

SECTION 3

Experience and Qualifications of the Firm

Gannett Fleming Team Experience

Gannett Fleming has significant expertise in the design of wastewater and pumping stations. Since 1915 Gannett Fleming has performed more than 45,000 assignments in all 50 states, and in 20 countries. Currently, we are listed as #51 among the Top 500 Design Firms in the Country by Engineering News Record.

Gannett Fleming is proud of our tradition of placing our clients' needs first. Our firm has been providing engineering services to New York area clients for more than 35 years, including various ongoing contracts for NCDPW. As a result of this large local presence in the New York metropolitan area, Gannett Fleming can ensure that our service to NCDPW is responsive to your needs. In addition, our history of strong working relationships with NCDPW enables us to anticipate those needs, and hit the ground running on important projects, with advanced and intensive scheduling requirements.

EXPERIENCED PROJECT MANAGER & KEY TASK LEADERS

The Gannett Fleming Team for this project has worked together on similar projects, and will be immediately available to provide the Final Design for the pumping station improvements. We are familiar with the pump station facilities, building layouts, and the structural and electrical conditions at these stations.

Our Project Manager, Nathan A. Wheeler, PE, will coordinate with NCDPW and the Program Managers, and our Project Director Stephen Hadjiyane, PE, BCEE will oversee the project and bring the necessary resources and "A" Team staff to the project. Our Team's Technical Advisors, Fotios Papamichael, PE, BCEE and Stephen B. Gerlach, PE, enhance our Team with their significant experience in pumping station design and operation.

For this project we have assembled a highly trained group of professionals with specialized engineering experience in pump station design and rehabilitation, as well as wastewater facility flood mitigation. This includes design task leaders from the areas of structural, mechanical/pumps, architectural/storm hardening, constructability review, environmental/hazmat, instrumentation and control, and electrical engineering.

Proven Experience With:

✓ Hundreds of pumping stations

✓ Dry and wet pit submerible pumps

✓ Electrical improvements

✓ Storm hardening improvements

✓ Hazardous materials investigation

✓ Designs of similar size and scope, on time and within budget

✓ Achieving client satisfaction

✓ Pneumatic ejector pump station experience



Together with our subconsultants, we offer NCDPW the most qualified team for this project.

In addition to our in-house staff, Gannett Fleming will utilize the expertise of our subconsultants, Gayron de Bruin Land Surveying and Engineering, PC, and Nasco Construction Services, Inc.

SUBCONSULTANTS

Gannett Fleming has a policy and demonstrated history of utilizing MBE and WBE firms in support of assignments and will meet or exceed all such contract goals. Our approach is not to use the subconsultant firms only to meet contractual requirements, but rather to choose these firms for their experience and expertise, and to integrate them into the Gannett Fleming project team and manage them—for performance as well as quality—the same way we manage our own technical disciplines.

Together with our subconsultants, we offer NCDPW the most qualified team for this project.

Gayron de Bruin Land Surveying and Engineering, PC (GDB)

The Gannett Fleming Team is joined by Gayron de Bruin Land Surveying and Engineering, PC (GDB), a certified Nassau County WBE, who will provide surveying services for this project. Their resources include six licensed Land Surveyors, one of which is also a licensed Professional Engineer. Every project is managed by a licensed professional or GIS expert, utilizing equipment and software that includes Leica ScanStation hi-def scanner, Leica Robotic Total Stations, Digital levels with invar rods, Leica dual frequency Survey Grade GPS, MicroStation/InRoads, Civil 3D, Innerspace Depthsounder with HyPack Software, ESRI ArcGIS for desktop and server. Their relevant experience includes providing services on projects valued at more than \$100 million dollars at both the Cedar Creek and Bay Park sewer plants in Nassau County.

Nasco Construction Services, Inc. (Nasco)

To provide additional cost estimating support for this project, Gannett Fleming will utilize the expertise of our subconsultant Nasco Construction Services, Inc. (Nasco). Nasco is a construction cost consulting firm and certified WBE, specializing in preparing cost estimates for all design and construction disciplines. They bring over 40 years of estimating experience to the Team, and regularly estimate over 200 projects per year in all areas of construction; including new construction, renovations, and rehabilitations of various projects. Nasco's qualifications as a valuable member of this Team include having completed cost estimating services for past NCDPW pump station projects.



Capabilities & Expertise

The Gannett Fleming Team offers a unique combination and unmatched knowledge in the design and operation of pumping stations and associated systems. Highlights of our experience and qualifications include:

- An experienced, local Project Manager who has designed numerous pumping stations for NCDPW;
- A Team with proven experience providing Final Design services for similar pumping stations on time, and under advanced schedules with aggressive time frames;
- Experienced design task leaders who have successfully completed numerous pumping station equipment repairs/replacements, modifications for compliance with code and OSHA requirements, and modifications for flood mitigation and flood protection of the facility from a 500-year flood event; and
- A Team with extensive local resources and the ability to work closely with the NCDPW and Program Managers.

Gannett Fleming can offer NCDPW not only our unique project insight—but also a team of professionals who are experienced in working with you, and who have specialized experience in pump station design and flood mitigation efforts.

Our understanding of your needs and combined technical skills will provide NCDPW with the level of service that you have come to expect from our firm, and results that deliver sustainable and cost-efficient solutions.

GANNETT FLEMING EXPERIENCE

Pumping Stations

The firm has designed hundreds of pump stations and associated systems. The capacity of the facilities we have designed varies widely, from 0.1 to 395 mgd. Screening systems have included mechanical screens, comminutors, and bar screens. Pump stations have included vertical shaft centrifugal pumps, submersible pumps, vertical turbine, and ejector and dry pit submersible pumping systems. We have worked closely with many large cities including New York City, Baltimore, and Washington D.C., and we understand the importance of sewage pump stations.

Our local pumping station experience includes:

- NCDPW Nassau Boulevard
- NCDPW Cedar Point Lake
- NYCDEP Richmond Hill Pump Station
- NYCDEP South Beach Pump Station

The depth of our experience combined with our knowledge of the project-specific challenges provides our team with an unparalleled understanding of your goals and expectations for these pump station repairs and improvements.



- NYCDEP Rikers Island North Pumping Station
- SCDPW District No. 21 Pump Station
- NYCDEP Bush Street
- NYCDEP Nevin Street
- SCDPW Pump Stations 9 & 10
- NCDPW Denton Avenue Pump Station
- NCDPW Underhill Boulevard Pump Station
- NCDPW Herricks Road Pump Station
- NCDPW Hay Path Road Pump Station
- NYCDEP Gowanus Canal Pump Station
- NYCDEP Roosevelt Island Main Pumping Station
- Suffolk County Community College
- NYCDEP Brooklyn – Queens Expressway
- Village of Northport

We have also illustrated our relevant pump station project experience in Tables 1 and 2, included at the end of this section.

Most of these designs were combined with flow metering, standby power generating facilities, ventilation, odor control facilities SCADA systems, and hazardous material surveys. Pump controls have included air bubbler, encapsulated float, submersible transducer or ultrasonic wet well level monitoring devices; constant speed and variable speed drives using liquid rheostat, variable frequency or eddy current clutch; and control logic from pump alternation to microprocessor-based digital controllers. Pumping systems were vertical and centrifugal dry pit submersible pumps.

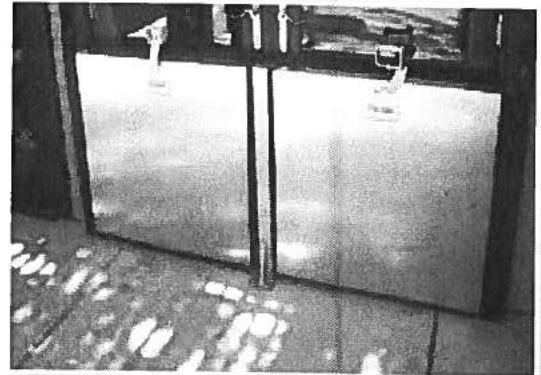
Gannett Fleming's sewer design experience includes intercepting sewers up to 96 inches in diameter, and force mains up to 60 inches have been designed for installation by open cut or tunnel in densely populated urban sections and environmentally sensitive rural areas. Our designs have included many river, railroad and interstate highway crossings. We have dealt with a variety of site conditions, including rock, high groundwater, heavy traffic, flat terrain, hilly terrain and environmentally sensitive areas. Our sewer design experience also includes gravity, low pressure and high pressure sewers serving a wide range of facilities under a variety of site conditions.



ARCHITECTURAL/STRUCTURAL STORM HARDENING

The buildings, wet and dry wells will require modifications for flood mitigation and protection from the 500 year flood event. Gannett Fleming's architects and engineers have considerable experience hardening pump stations, treatment plants and facilities as a result of Superstorm Sandy. This experience includes:

- Stop logs at doors to minimize flood water infiltration
- Reinforcing exterior walls to withstand hydrostatic pressure wave impacts
- Flood control vents to relieve exterior wall pressure
- Louver/window wells
- Flood proof doors



**Expandable Barrier by
Presray Inc. (Typical)**

As a local NY firm, Gannett Fleming is extremely familiar with the devastating impact Superstorm Sandy has had on our region. Through hardening and resiliency programs, we sought to support many of our clients through this difficult time. We aligned ourselves and assisted many of our clients to be in better shape than they were before the storm. Having been involved in hurricane recovery efforts within NY and NJ, we have a broad understanding of the type of services desperately needed to complete hardening and resiliency projects. Our vast experience with Superstorm Sandy work will be an asset to NCDPW. Some of the Sandy related contracts we have worked on are listed at the end of this section on Table 3: Superstorm Sandy Experience.

We have also included some of our relevant storm hardening experience within Table 3 at the end of this section.

MOTOR CONTROL CENTERS / EMERGENCY GENERATORS

Our electrical group is familiar working with PSE&G and National Grid with the installation of new power supplies and associated MCC's. We are also currently working on several emergency generator projects utilizing fuel oil and natural gas. This experience includes automated transfer switches, coordination studies, gas and booster pump systems and associated controls and instrumentation. We are currently working on emergency generators for the Village of Northport, ConEdison, Nassau County, SCDPW – Stonybrook and MTA LIBUS.

HAZARDOUS MATERIALS

The Gannett Fleming Team has experience providing hazardous materials investigations for many pump station and wastewater treatment plant projects. Our firm has provided environmental services such as investigations, on-site



coordination and oversight for the removal of asbestos, lead-based paint, and mercury vapor-impacted buildings. In addition, our proposed Team includes staff with experience preparing reports with supporting documentation, site photographs, and conclusions/recommendations. With a thorough knowledge of U.S. Environmental Protection Agency (U.S. EPA), New York State, Nassau County, and local municipal environmental regulations and permitting requirements, we are adept at preparing hazardous materials assessments, construction contaminant management plans, and environmental impact statements, as well as site planning, permitting, and stormwater management documents.

Project Descriptions

We have selected projects of similar size, scope, and complexity in order to demonstrate our pumping station experience. Select relevant projects are highlighted on the following pages.



NCDPW Nassau Boulevard Pumping Station Upgrades and Drainage Improvements



Reconstructed wet well/relocated electrical equipment

CLIENT

Nassau County
Department of Public Works

REFERENCE

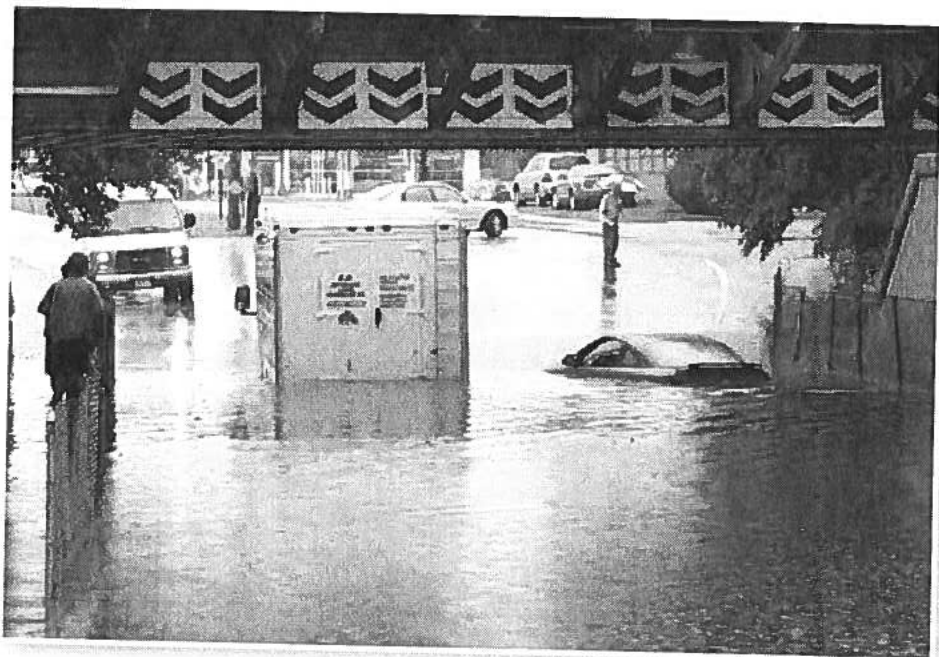
Rick Liebe, 516-571-6850

Gannett Fleming was retained by the Nassau County Department of Public Works (NYCDPW) to evaluate the roadway drainage, and flooding experienced at the railroad crossing on Nassau Boulevard in Garden City. This was a priority location because Nassau Boulevard is a main thoroughfare and the sensitivity of local street flooding if the existing collection system and pump station becomes in-operative during heavy rain events. This sewer and pump station have experienced flooding during severe high intensity rain fall events where the existing system could not handle the volume of storm water.

Gannett Fleming conducted an investigation to determine the location of catch basins, storm sewers, and evaluate the condition of the existing pumping station. A storm water analysis was completed to determine the volume of runoff from the 10, 25, 50 and 100-year storm events. Gannett Fleming evaluation recommended that the catch basins and sewer be cleaned and the pump station be upgraded with new pumps and controls.

RELEVANT FEATURES

- Flood protection/relevant electrical equipment
- Storm hardening/increase the wet well elevation
- Pump replacement
- Emergency generator connectors
- Remote monitoring/telemetry system addition

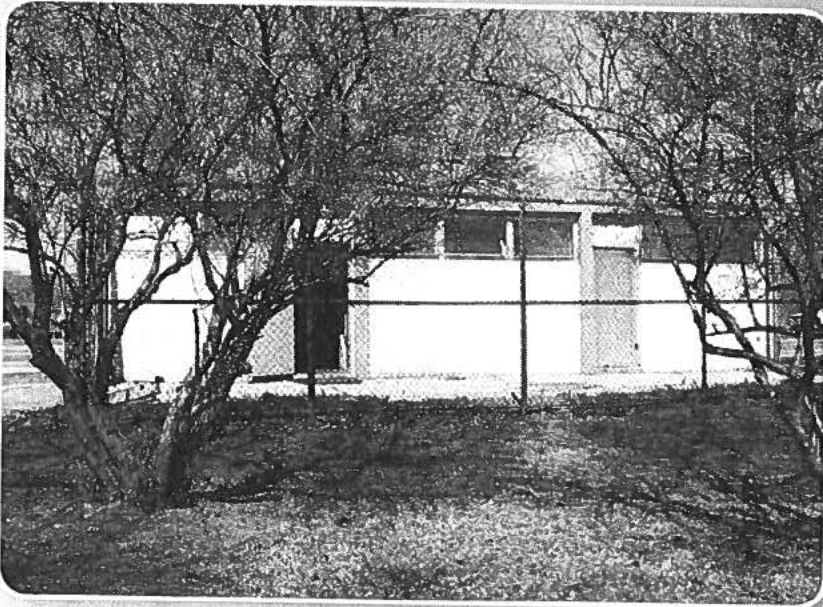


Flooding on Nassau Boulevard

Gannett Fleming prepared design drawings and specification to replace all mechanical and electrical components of the pump station. The existing above grade housing was demolished and replaced with a concrete slab with an access hatch. A valve chamber was added to provide easier access to the valves. All electrical equipment and control panels were constructed within a fence enclosure with screening to improve site aesthetics. A telemetry system was added to remotely monitor the pump station and provide notification when an alarm condition occurred. Provisions were provided for a temporary generator to be connected to the system during power outages.



NYCDEP Improvements to Three Staten Island Pump Stations



South Beach Pump Station

CLIENT

New York City Department of Environmental Protection

REFERENCE

Jerry Fragias, (718) 595-4968

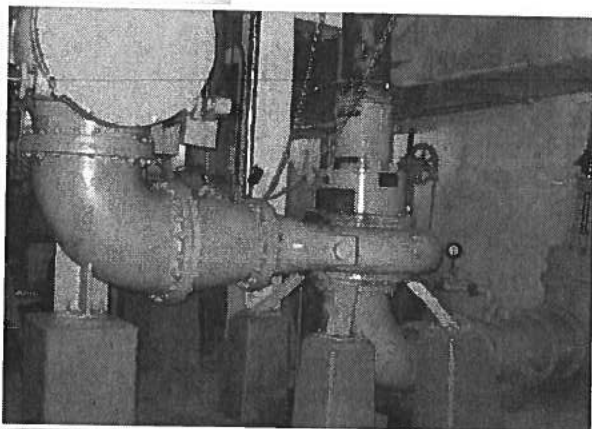
Gannett Fleming was retained by the Joint Venture of ARCADIS and Hazen and Sawyer to evaluate improvements to three NYCDEP pump stations on Staten Island. The pump stations involved were:

- South Beach
- Richmond Hill
- Eltingville

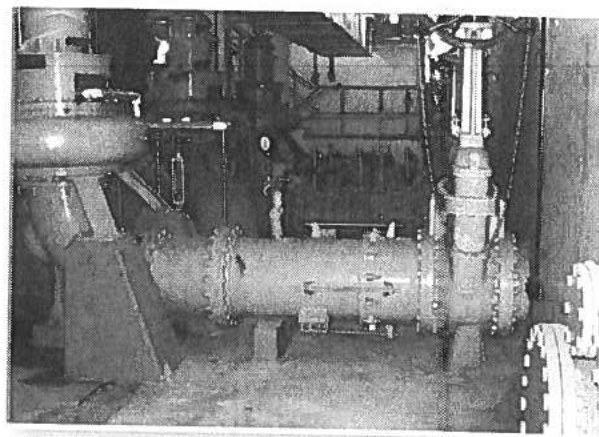
The South Beach Pump Station has a capacity of 1.5 MGD with two pumps rated at 1.5 MGD each. Richmond Hill Pump Station has a capacity of 10 MGD with three 2,5000 gpm vertical shaft centrifugal pumps. Eltingville Pump Station has a capacity of 3.9 MGD with three pumps.

RELEVANT FEATURES

- Evaluation of pump replacement options to improve reliability and energy efficiency
- Flood protection/hardening
- Concrete wet well repairs
- Electrical improvements
- Gas detection monitoring systems
- Evaluation of relocating electrical equipment to higher elevations
- Hazardous Materials Investigation



**Richmond Hill Road
Pumping Station**



Eltingville Pumping Station

PROJECT SUCCESSES

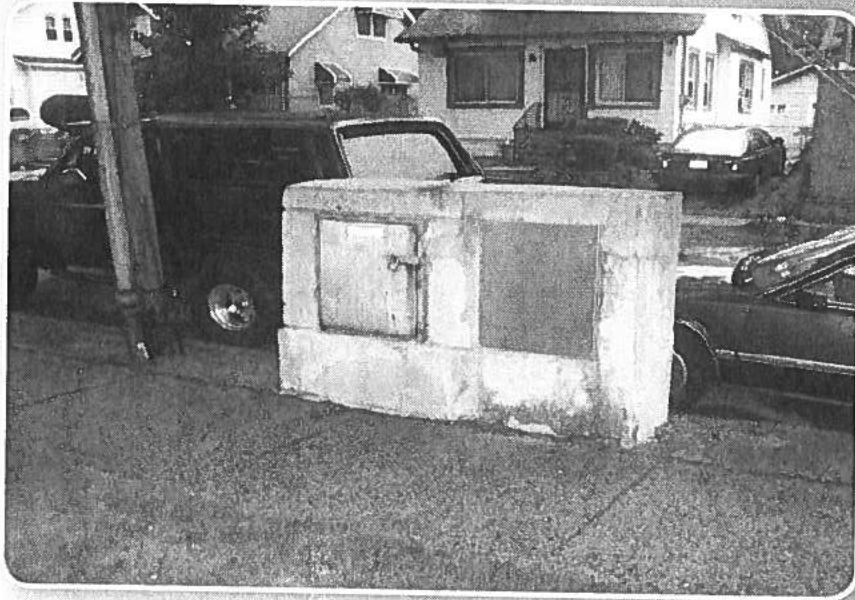
- Develop concept to replace vertical extended shaft pumps with dry-pit submersibles pumps
- Develop concept to minimize flooding and protect pump station operations
- Provided quality services on schedule and within budget

ENERGY EFFICIENCY/ GHG CONSERVATION STRATEGIES

- Replacement of the extended shaft vertical pumps with dry pit submersibles
- Optimization of wet well operating levels
- Reduction of the operating pressures/pressure losses in piping system
- Evaluation of the use of VFD's to improve efficiency



NYCDEP Pump Station Contract PS 219



St. Albans Street Pumping Station

CLIENT

New York City
Department of Environmental
Protection

REFERENCE

Steve Elie-Pierre
(718) 595-6070

Gannett Fleming evaluated improvements to the following pump stations under NYCDEP Contract PS 219:

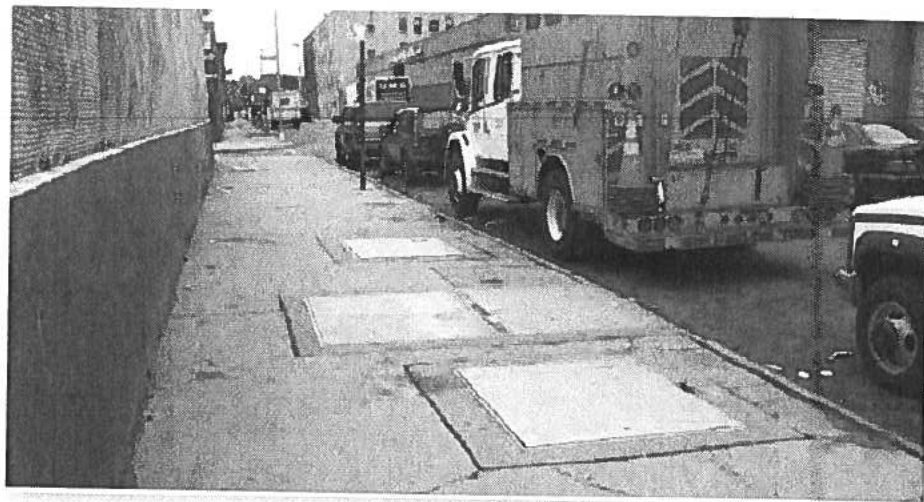
- Bush Street
- St. Albans Street
- Nevins Street
- Brooklyn Queens Expressway

Gannett Fleming prepared facility plans to reconstruct the four pump stations so that they would provide reliable, energy efficient, and low maintenance operation.

All aspects of each station, including influent structures, structural/architectural features, mechanical and electrical equipment, safety, security, force mains, utility service, emergency power and pumping, capacity and telemetry, were addressed.

RELEVANT FEATURES

- Coordination with Con Edison and NYCDOT
- Pump replacement
- Flood protection/hardening
- Relocation of electrical controls/MCC above grade on sidewalk
- Pump station improvements
- SCADA interface
- Optimization of pumping efficiency
- Hazardous Materials Investigation



Nevins Street Pumping Station

The Bush Street pump station, with a capacity of 0.4 mgd, along with the 15-mgd Brooklyn Queens Expressway (BQE) pump station, removes stormwater collected from the subgrade portion of the BQE entrance ramp. These stations are critical in preventing flooding during storm events. The 0.4-mgd St. Albans pump station is equipped with one submersible pump. The station provides flood control to protect local homes during storm events. The Nevins Street pump station is a combined sanitary and stormwater pumping station that has 2.2-mgd capacity and a dry weather flow of 0.54 mgd.

ENERGY EFFICIENCY/ GFG CONSERVATION STRATEGIES

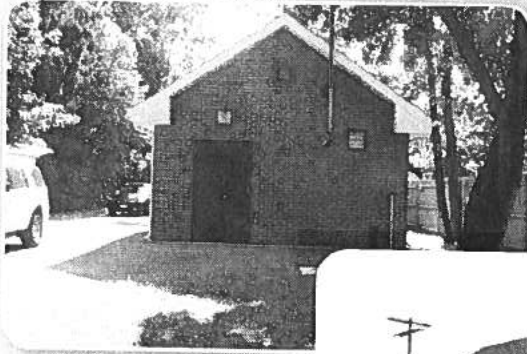
- Increase the pump efficiency/pump impeller selection
- Decrease the wet well operation levels
- Reduction of operating pressures/pressure losses in piping system/force main
- Evaluation of the use of VFD's to improve pump efficiency

PROJECT SUCCESS

- Development of a concept to relocate electrical panel above ground (Nevins Street)
- Coordination with NYC Parks Department and NYCDOT to obtain necessary permits (Nevins Street and St. Albans)
- Provided quality services on schedule and on budget



Suffolk County Pump Stations Nos. 9 & 10 Storm Hardening Improvements



Pump Station No. 9



Pump Station No. 10

CLIENT

Suffolk County
Department of Public Works

REFERENCE

John Donovan, 631-852-4184

SCDPW Pump Stations Nos. 9 and 10 were flooded during Super Storm Sandy as a result of the tidal surge experienced on the South Shore of Long Island. Pump Station No. 9 is located in Amityville, while No. 10 is in Copiague, located adjacent to a canal.

Improvements to the pump stations included:

- Flood protection barriers for doorways
- Lightweight floor panels for inside windows
- Sealed wall penetrations and floor drains
- Sump pumps inside the electrical room
- Water resistant coatings for interior and exterior walls

RELEVANT FEATURES

- Survey of existing equipment/damage from Super Storm Sandy
- Flood protection/storm hardening
- Lightweight floor panels (doors and windows)
- Evaluation of flood protection design criteria and FEMA requirements



Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
NEW YORK										
Nassau Boulevard, Garden City (Nassau County DPW)	NY	1.4	2		●	●	Rehab	●	●	●
Cedar Point Lake (Nassau County DPW)	NY	30	3			●	Rehab	●	●	●
108th Street Pump Station (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab			●
BQE Expressway, Bush Street (New York City, Dept. of Environmental Protection)	NY	0.4	2				Rehab	●	●	●
BQE Expressway, BQE Underpass (New York City, Dept. of Environmental Protection)	NY	15.0	3				Rehab	●	●	●
Queens, St. Albans (New York City, Dept. of Environmental Protection)	NY	0.4	1				Rehab	●	●	●
Brooklyn, Nevins Street (New York City, Dept. of Environmental Protection)	NY	2.2	2				Rehab	●	●	●
Richmond Hill Pump Station (New York City, Dept. of Environmental Protection)	NY	30	4		48		Rehab	●		
South Beach Pump Station (New York City, Dept. of Environmental Protection)	NY	20	3		48		Rehab	●	●	
Rikers Island North Pump Station (New York City, Dept. of Environmental Protection)	NY	30	4	●	48		Rehab	●	●	●



SECTION 3

Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION		SERVICES PROVIDED								HAZARDOUS MATERIALS SURVEY
		CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION
Suffolk County Community College (Suffolk County)	NY	0.20	2		6		Rehab	●	●	●
Village of Northport Pump Station (Northport, NY)	NY	0.450	2		12		Rehab	●	●	●
Ridgehaven Pump Station (Ridge, NY)	NY	0.100	2		6		Rehab	●	●	
37th Avenue Pump Station (New York City, Dept. of Environmental Protection)	NY	2.48	2		14		Rehab	●	●	●
70th Road Pump Station (New York City, Dept. of Environmental Protection)	NY	1.44	2		20		Rehab	●	●	●
67th Road Pump Station (New York City, Dept. of Environmental Protection)	NY	0.4	2		8		Rehab	●	●	●
Hunt Point Market Pump Station (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab			●
Goldwater Hospital Pump Station Roosevelt Island (New York City, Dept. of Environmental Protection)	NY	1.2	3				Rehab			●
Coler Hospital Pump Station Roosevelt Island (New York City, Dept. of Environmental Protection)	NY	1.0	3				Rehab			●
CONNECTICUT										
Belle Haven Pump Station (Town of Greenwich)	CT	10	3		24		Rehab	●	●	●



Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
NEW JERSEY										
Cape May Courthouse (Cape May County Municipal Utilities Authority)	NJ	1.4	2		14	●	New		●	●
Brigantine Pump Station (Atlantic City Municipal Utilities Authority)	NJ	2.9	3	●	14	●	New		●	●
Baltic Avenue Pump Station (Atlantic City Municipal Utilities Authority)	NJ	37.3	3	●	36	●	New	●	●	●
Rio Grande Pump Station (Cape May County Municipal Utilities Authority)	NJ	1	2	●	10	●	New		●	●
Shawcrest Pump Station (Cape May County Municipal Utilities Authority)	NJ	0.7	2		6	●	New	●	●	●
Crest Haven Pump Station (Cape May County Municipal Utilities Authority)	NJ	0.6	2		6	●	New	●	●	●
Stone Harbor Boulevard Pump Station (Cape May County Municipal Utilities Authority)	NJ	0.6	2		6	●	New	●	●	●
Avalon Manor Pump Station (Cape May County Municipal Utilities Authority)	NJ	0.3	2		6	●	New		●	●
Stone Harbor Manor Pump Station (Cape May County Municipal Utilities Authority)	NJ	0.3	2		6	●	New	●	●	●
PENNSYLVANIA										
Gas House Pump Station (Greater Hazleton Joint Sewer Authority)	PA	7.6	4	●	24	●	Rehab		●	●



SECTION 3

Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
Main, Selinsgrove Pump Station (Eastern Snyder County Regional Authority)	PA	7	3	●	20	●	New	●	●	●
Pump Station No. 11 (Hampden Township Sewer Authority)	PA	4.21	3	●	16	●	Rehab	●	●	
Pump Station No. 10 (Hampden Township Sewer Authority)	PA	3.68	3		10	●	Rehab	●	●	
Mansion Road Pump Station (Derry Township Municipal Authority)	PA	2.7	2		18	●	New		●	●
PS No. 4 (Hampden Township Sewer Authority)	PA	2.29	3		12	●	Rehab	●	●	
PS No. 5 (Hampden Township Sewer Authority)	PA	2.2	3	●	8	●	Rehab	●	●	
Oyster Mill Bridge Pump Station (East Pennsboro Township)	PA	2.1	2		10		Rehab	●	●	●
Edgewater Pump Station (Hanover, Borough of)	PA	2	3	●	12	●	New		●	●
Myrtal Street Pump Station (Sewer Authority of the City of Scranton)	PA	2	3		12	●	New	●	●	●
Locust Street Pump Station (Greater Hazleton Joint Sewer Authority)	PA	1.7	3		10	●	New		●	●
Keyser Valley Pump Station (Sewer Authority of the City of Scranton)	PA	1.4	2	●	10	●	New		●	●


Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
High Meadow Pump Station (Derry Township Municipal Authority)	PA	1.1	2		12	●	New		●	●
Waggoners Gap Road Pump Station (Carlisle Borough and Authority)	PA	1.1	2	●	8	●	Rehab		●	●
Cranberry Pump Station (Greater Hazleton Joint Sewer Authority)	PA	1	3		10	●	New		●	●
Darby Road Pump Station (Tredyffrin Township Municipal Authority)	PA	1	2	●	8	●	New	●	●	●
Shamokin Dam Pump Station (Eastern Snyder County Regional Authority)	PA	0.8	2		10	●	New	●	●	●
Middle Street Pump Station (Sewer Authority of the City of Scranton)	PA	0.5	2		6	●	New		●	●
Diamond Avenue Pump Station (Greater Hazleton Joint Sewer Authority)	PA	0.4	2		1	●	New		●	●
Park Avenue Pump Station (Derry Township Municipal Authority)	PA	0.4	2		6	●	New		●	●
Glenn Avenue Pump Station (Tredyffrin Township Municipal Authority)	PA	0.3	2		6	●	New	●	●	●
Lancaster Avenue Pump Station (Tredyffrin Township Municipal Authority)	PA	0.3	2		6	●	New	●	●	●
Straban Pump Station (Gettysburg Municipal Authority)	PA	0.3	2		6	●	New	●	●	●



SECTION 3 Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
Shawnee Avenue Pump Station (Sewer Authority of the City of Scranton)	PA	0.2	2		4	●	New		●	●
PS 2 (Borough of Palmyra)	PA	0.288	2		4		Rehab	●	●	●
Breakneck Creek PS (Breakneck Creek Regional Authority)	PA	13.5	4	●			Rehab		●	
Monessen PS (Mon Valley Sewage Authority)	PA	9.4	3	●	16		Rehab		●	
Donora PS (Mon Valley Sewage Authority)	PA	4.6	3	●	16		Rehab		●	
Donner PS (Mon Valley Sewage Authority)	PA	3.5	3	●	16		Rehab		●	
North PS (Mon Valley Sewage Authority)	PA	0.75	3	●	16		Rehab		●	
EQ Tank PS (Mon Valley Sewage Authority)	PA	3	3	●	12		New		●	
Reesman Trailer Park PS (Lower Ten Mile Joint Sewer Authority)	PA	0.3	2	●	6		New		●	
Stony Point PS (Lower Ten Mile Joint Sewer Authority)	PA	0.3	2	●	6		New		●	
Headworks Building No. 1 (Bradford Sanitary Authority)	PA	15	3	●	20		Rehab		●	



Table 1: Wastewater Pumping Station Representative Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
WASHINGTON D.C.										
East Side PS (District of Columbia Department of Public Works)	DC	30	3	●	48		New	●	●	●
MARYLAND										
South Route 40 Pump Station (Aberdeen, City of)	MD	1.5	2		10	●	New	●	●	
Westport Pump Station (Baltimore, City of)	MD	1.1	3	●	14	●	New		●	●
Willow Avenue Pump Station (Baltimore, City of)	MD	1.1	2	●	10	●	New	●	●	
Green Lawn Pump Station (Washington County Sanitary District)	MD	0.3	2		4	●	New	●	●	
VIRGINIA										
PS 145 (City of Norfolk)	VA	1	2	●	12 15	●	New	●	●	●
PS 17 (City of Norfolk)	VA	1.5	2	●	12		New/ Replace- ment	●	●	●
PS 34 (City of Norfolk)	VA	1	2	●	8	●	New/ Replace- ment	●	●	●



Table 2: Wastewater Facilities Representative Pumping Station Project Experience

FACILITY LOCATION	SERVICES PROVIDED										
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	MATERIALS	HAZARDOUS SURVEY
NEW YORK											
Jamaica WWTP Influent Pump Station (New York City, Dept. of Environmental Protection)	NY	214	5	●	72		New		●	●	
CONNECTICUT											
Grass Island WWTP Influent Pump Station (Town of Greenwich)	CT	31	4	●		●	Rehab	●	●		●
Grass Island WWTP Final Effluent Pump Station (Town of Greenwich)	CT	31	4	●	48		New	●	●	●	
PENNSYLVANIA											
Carlisle WWTP Influent Pump Station (Carlisle Borough and Authority)	PA	20.5	4	●	30	●	New		●	●	
Wilson Road Influent Pump Station (Tredyffrin Township Municipal Authority)	PA	16.3	3	●	30	●	New		●	●	
Hanover WWTP Influent Pump Station (Hanover, Borough of)	PA	15	4	●		●	New		●	●	
Hazleton WWTP Primary Pump Station (Greater Hazleton Joint Sewer Authority)	PA	25	4	●	30	●	Rehab		●	●	
Derry Township WPCF Influent Pump Station (Derry Township Municipal Authority)	PA	14.1	4	●	30		New		●	●	
Gettysburg WWTP Influent Pump Station (Gettysburg Municipal Authority)	PA	9	3	●	16	●	New	●	●	●	



SECTION 3 Experience and Qualifications of the Firm

Table 2: Wastewater Facilities Representative Pumping Station Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	MATERIALS SURVEY	HAZARDOUS
Gettysburg WWTP Influent Pump Station (Gettysburg Municipal Authority)	PA	4.9	4	●	14	●	New	●	●	●
Grove City WWTP (Borough of Grove City)	PA	16	3	●			Rehab	●		
Mather WWTP PS (Lower Ten Mile Joint Sewer Authority)	PA	1.3	3	●	8		Rehab	●		
Williamstown WWTP PS (Lower Ten Mile Joint Sewer Authority)	PA	0.72	3	●	6		Rehab	●		
WWTP Influent PS (Franklin Township Sewer Authority)	PA	5	3	●	16		Rehab	●		
Headworks Building No. 1 (Bradford Sanitary Authority)	PA	15	3	●	20		Rehab	●		
Headworks Building No. 2 (Bradford Sanitary Authority)	PA	10	3	●	20		New	●		
Scranton WWTP Influent Pump Station (Sewer Authority of the City of Scranton)	PA	62.7	4	●	60		New	●	●	
MARYLAND										
Back River WWTP Influent Pump Station (Baltimore, City of)	MD	1.5	3	●	12		New	●	●	



Table 2: Wastewater Facilities Representative Pumping Station Project Experience

FACILITY LOCATION	SERVICES PROVIDED									
	CAPACITY (MGD)	PUMPS	VARIABLE SPEED	FORCE MAIN (IN.)	AUXILIARY	NEW OR REHAB	PLANNING	DESIGN	CONSTRUCTION	HAZARDOUS MATERIALS SURVEY
VIRGINIA										
York River WWTP Influent Pump Station (Hampton Roads Sanitation District)	VA	32	3	●	48		New	●	●	●
ILLINOIS										
Calumet WWTP Influent Pump Station (Metropolitan Sanitary District of Greater Chicago)	IL	60	3	●			Rehab		●	●
FLORIDA										
Buccaneer WWTP Influent Pump Station (Atlantic Beach, City of)	FL	7	2	●	12		New	●	●	●



Table 3: Superstorm Sandy Experience

PROJECT	STORM HARDENING	FLOOD MITIGATION
NCDPW Cedar Point Lake Stormwater Pump Station Replacement	✓	✓
NJDEP Program Manager Contractor and Environmental Assessment Field Contractors for Environmental and Historic Preservation Reviews New Jersey's CDBG-DR Grant Program	✓	✓
SCDPW Pump Stations 9 & 10, Flood Protection Design	✓	✓
NYCDEP Gowanus Pump Station and Related Facilities	✓	✓
Pennsylvania American Water, Becks Run Raw Water Pump Station, Pittsburgh and Baldwin, PA	✓	✓
Pennsylvania American Water, Hershey Water Treatment Plant	✓	✓
Spotsylvania County Utilities Department, Motts Run and Ni River WTPs, Spotsylvania, VA	✓	✓
KY American Water Company, Kentucky River Station (KRS) II Water Treatment Plant at Hardin's Landing	✓	✓
PANYNJ Indefinite Quantity Contract (IQC) for Expert Professional Architectural and Engineering Services for the Design of Federally Funded Super Storm Sandy Related Repair and Resiliency Projects on an "As Needed" Basis During 2013-2017	✓	✓
PANYNJ Facility Surveys for Hurricane Sandy Damage Assessment Brooklyn Pier Sheds 7, 9, and 11, Brooklyn, NY	✓	✓
Con Edison Substation Storm Hardening	✓	✓
MNR: Preliminary Engineering Services for the Design Build of Power, Communications and Signals Infrastructure Improvements on MNR's Hudson Line - Sandy Restoration	✓	✓
NYCT Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical Construction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, Queens, and Brooklyn, NY	✓	✓

**SECTION 3****Experience and Qualifications of the Firm****Table 3: Superstorm Sandy Experience**

PROJECT	STORM HARDENING	FLOOD MITIGATION
NYCSCA PS90 Edna Cohen School, Coney Island, NY	✓	✓
NYCSCA: PS195 Manhattan Beach, Brooklyn, NY	✓	✓
NYCSCA: PS195 William Haberle School, Queens, NY	✓	✓
Town of Greenwich On-Call Storm Hardening Investigation/Upgrades	✓	✓
NJ TRANSIT Substations A/E Design Services at Hoboken Terminal/Yard, Meadows Maintenance Complex, and Bay Head Yard, Various Locations, NJ	✓	✓
NJ TRANSIT Inspection of Flood Damaged Elevators and Escalators at the Secaucus Junction Station	✓	✓
NJ TRANSIT Gladstone Line Catenary Structure Replacement	✓	✓
NJDOT Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Super Storm Sandy	✓	✓
NJTA: On-Call A/E Contract - NJ Turnpike NB MP 102.1 Shoulder Washout Damage Emergency Repairs	✓	✓
NJTA: On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	✓	✓
Lewistown Wastewater Treatment Plant Upgrades, Lewistown, PA	✓	✓
Danville Wastewater Treatment Plant Upgrades, Danville, PA	✓	✓

2

Technical Approach



Firm Introduction

Locally headquartered in Nassau County, Gannett Fleming is a multi-disciplined consulting engineering firm with 103 years of experience providing a wide array of services, including construction management and constructability review, to private and public clients. Our firm currently employs nearly 2,200 highly qualified, dedicated individuals who provide planning, design and construction services in water/wastewater, transportation, facilities, environmental, transit and rail, and information technology disciplines. Our Construction Services Business Line employs nearly 350 full-time employees.

Gannett Fleming's highly regarded reputation as a construction manager is the result of successfully serving our clients for many years, on projects both large and small. We pride ourselves on our ability to effectively respond to our clients' needs and adapt to the specific requirements of each project, no matter how diverse.

With over a century of experience since our inception, we have worked diligently to be recognized as a leader in the industry. As we continue to grow and expand, we never lose sight of our key mission – to make our clients successful.

During the past decade, we have provided construction management and construction inspection services for projects ranging from a few thousand dollars to hundreds of millions of dollars.

Project types and locations cover a wide spectrum, including water and wastewater treatment plants, water distribution systems, wastewater collection systems, and dams, as well as office buildings, bridges, roadway construction, transit facilities, and industrial facilities. In recent years, our firm has been responsible for providing construction management and inspection services for the construction of hundreds of water and wastewater buildings and other facilities in areas prone to flooding and in need of storm hardening.

Our management philosophy is to provide professional, quality services through our long-term, well-trained employees, who are equipped with the necessary tools to perform at the level expected by our clients. Our ability to sustain this level of quality is evident through the high percentage of repeat client business we maintain. An important aspect of our success is that we sustain a continuing role with the clients we serve, well after their project has been completed.

Gannett Fleming already possesses strong working relationships with the Program Manager, NCDPW, and the operating utility (Suez) due to our extensive experience serving NCDPW and other local agencies on Long Island. We will utilize our proactive construction management, scheduling, and project controls techniques to diligently mitigate risks and keep the construction contractor on track while prioritizing maintenance of the pump stations' operations.

CM Scope of Services

The number one focus of the Gannett Fleming team will be the protection of NCDPW's interest. Our experienced team understands the need for timely reporting, responsiveness to issues, and collaboration among the entire project team. In addition, our team is comprised of professionals who have worked quite successfully on large programs with Program Managers. Our team members have achieved success on numerous construction management assignments pertaining to many pumps station and collection systems and will apply the same success factors to this Pump Station Mitigation Project.

Proactive coordination with all of NCDPW's stakeholders, including the pump stations' operations teams, the local communities, and the Program Manager will be critical to success on this project. Our success will also be strengthened by the creation of a schedule that has considered all

risk scenarios including Lock Out/Tag Out (LOTO) and maintenance of the plant's operations (MOPO), as required, with the construction contractors and plant operations staff.

The Gannett Fleming team also includes technical experts who have successfully designed and provided construction assistance to NCDPW for similar upgrades and improvements.

Our Technical Approach addresses all of the requirements of NCDPW's Request for Proposals (RFP PW-S3P311-11M) for construction management services in connection with the Pump Station Mitigation Construction Contract S3P311-11G. We have carefully reviewed the roles and responsibilities of our construction management staff and have applied them to NCDPW's requirements for this RFP. The following table summarizes the scope of services required and the responsible staff for the successful completion of each task.

Scope of Services Responsibility Table

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1 Construction Phase Services			
2.1.1	Commencement and Duration	There will be a total of 16 months. 12 months in the construction phase, with 1 month preconstruction and 3 months post construction.	Construction Manager
2.1.2	General Construction Administration	Administer the construction contracts following the PLA requirements as advised by the Program Manager and as per the NCDPW Procedure Manual for Project Management and the Bay Park Construction Management Manual.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.3	Site Conditions	Investigation of existing conditions and prompt reporting of deviations to the Design Engineer, Program Manager, and NCDPW. Collaborate to devise appropriate modifications if required.	Resident Engineer, Inspectors
2.1.4	Quality Assurance	Prepare and implement Quality Assurance Program including testing, controlled inspection, and routine observation of the work. Report any defective and/or non-conforming work to NCDPW, the Program Manager and Design Engineer. Recommend corrective actions. Track all defective and non-conforming work through correction and final construction contract acceptance by NCDPW.	All Construction Management Staff
2.1.5	Scheduling	Construction Contractor to prepare and update the Master Construction Schedule with cost and resource loading. Monitor schedule accuracy and completeness, review baseline and updates, prepare reports, provide analysis of delays, negotiation of delay claims and make recommendations for recovery or necessary changes to recovery. Utilize Primavera P-6.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
2.1.6	Cash Flow Forecast	With the Construction Contractor, prepare cash flow forecast for entire project, submit revisions when required, and forward to the Program Manager for integration into master program budget.	Construction Manager, Resident Engineer, Project Controls (Scheduler)
2.1.7	Monitor Progress	Monitor Construction Contractor work progress, prepare daily reports of progress and all pertinent details, augment with photographs. Report to and work with NCDPW on resolution on any action by others that may impede the progress of the work.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.8	Information Management System	Utilize the Program Manager templates and programs (SharePoint and Contract Manager) for the processing of all project documents, generate logs and variance reports, maintain paper and electronic project files. Receive and log Construction Contractor shop drawings, submittals review for completeness and distribute. Collect and compile as-built, O&M, spare parts and attic stock, manage transfer to plant operations.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
2.1.9	Construction Contractor Payments	Receive CC payment requests, review based on progress of work and cost loaded schedule. Forward recommendation for payment to Program Manager.	All Construction Management Staff
2.1.10	Meetings	Attend/lead regular Job Progress Meetings, weekly meetings with NCDPW, the Program Manager and the Design Engineer. Prepare and distribute meeting minutes and agenda. Special meetings as required.	Construction Manager, Resident Engineer, Project Controls
2.1.11	Reporting	Create monthly written progress reports and distributed to NCDPW and the Program Manager before the 10th of each month. Reports to include: A. Executive Summary B. Progress Narrative C. Issues Report D. Change Orders Log E. CC Payment Summary F. Budget Report G. Log of Non-Conforming Work H. Attachments (photos, logs, reports, etc.)	Construction Manager, Resident Engineer, Project Controls (Office Engineer/Scheduler)
2.1.12	Safety	Require Construction Contractor to submit their safety program. Inform NCDPW and Program Manager of safety related information. Promote safety and endeavor to guard against the creation of unsafe conditions.	All Construction Management Staff

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.1.13	Changes	Review supplementary bulletins prepared by the Design Engineer, prepare cost estimates, review Construction Contractor proposals, submit formal recommendations to NCDPW and the Program Manager, delineating scope and reason for change, assist NCDPW in change order negotiations. Log all RFI, bulletins, proposals and change orders and upload to Contract Manager Information System.	Resident Engineer, Project Controls (Office Engineer)
2.1.14	Partial Occupancy and Beneficial Use	Assist NCDPW in determination of partial occupancy dates and assist with obtaining temporary occupancy certificates, review lists of incomplete/unsatisfactory work from Design Engineer, prepare schedules, and monitor completion/correction of the work. Attend site review with the Program Manager prior to declaration.	Resident Engineer, Inspector
2.1.15	Field Office	A temporary office trailer will be provided by the GC for use during the construction phase. The Bay Park facilities are available for use for meetings.	All Construction Management Staff
2.1.16	New York State Revolving Fund Project	Comply with NYSEFC program requirements and assure the Construction Contractor's compliance with NYSEFC bid packet and guidance documents and forms. Administer the program and provide required compliance information.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)

TASK NO.	DESCRIPTION	SUMMARY	RESPONSIBLE PARTY
2.2 Construction Close-Out Services			
2.2.1	Contract Close-out	Conduct final inspections with the Design Engineer, the Program Manager and NCDPW. Prepare detailed punch lists, (multiple final inspections will be required for project phases). Compile record documents. Review as-built drawings from the Construction Contractor for completeness, submit to the Design Engineer. Schedule and record the training of County personnel.	Construction Manager, Resident Engineer, Inspectors Project Controls (Office Engineer)
2.2.1	Possible Additional Services for Close-out	Digitize contract close-out documents.	Construction Manager with In House CAD or other Support Staff
2.2.2	Construction Contractor Claims and Disputed Work	Review claims for additional compensation and/or time. Confer with the Design Engineer, the Program Manager and NCDPW and advise on merits of claim recommend resolutions, attend meetings, prepare written responses.	Construction Manager, Resident Engineer, Project Controls (Office Engineer)
2.2.3	Limitation of Services	Perform services of a Professional Construction Manager.	All Construction Management staff

3

Experience/Qualifications of the Firm

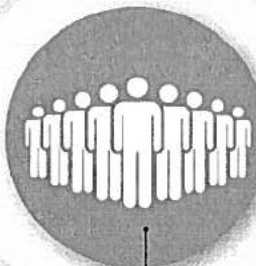
Gannett Fleming brings the experience needed to successfully oversee the construction activities being performed at the Roslyn Village, Morgan Park, and Shore Road collection pump stations. We understand the goals and key issues associated with this project and will utilize our past experience with NCDPW, understanding of effective storm hardening and flood proofing elements, and ability to successfully manage concurrent construction activities at multiple sites to make certain work is performed in accordance with all plans and specifications, as well as building codes and OSHA requirements.

Gannett Fleming has implemented storm hardening and flood mitigation measures at numerous pump stations and water treatment facilities throughout the NY Metropolitan area. Similar to the scope of this project, these facilities have required the design

and construction of **wall reinforcements, submersible doors, and new flood-proof windows**. Serving as the construction manager for the **NCDPW Bay Park Sewage Treatment Plant, Stormwater Pumping Stations** project, Gannett Fleming oversaw the construction of enhancements within the perimeter flood wall/earthen berm, which will help to mitigate the potential for future tidal back-ups throughout the stormwater system. In addition, as part of our work at the **NYCDEP's Newtown Creek WPCP**, we are inspecting the construction of flood rated doors, walls, gates, barriers and concrete knee walls; relocation of mechanical and electrical equipment; water repellent application; and waterproofing. Through our understanding of the specific flood proofing and storm hardening scope items, we will provide effective inspection services so that these facilities are able to withstand any future severe storm events.



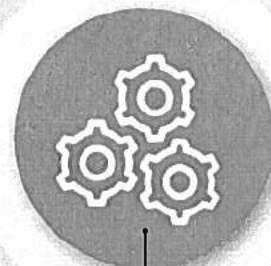
Over 25 year history with the NCDPW



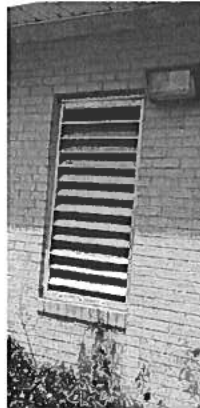
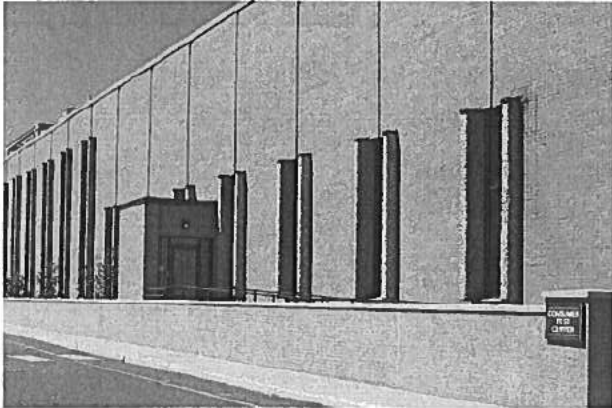
Deep breadth of staff with over 300 CM personnel firm-wide



More than 50 projects requiring storm hardening and flood mitigation efforts



Ability to successfully manage concurrent work at multiple sites while maintaining operations



Gannett Fleming has managed and inspected the construction of many of the same flood protection elements required by this project, including flood walls, doors, gates, and barriers.

We understand the key role these pump stations play in NCDPW's operations, and bring proven experience providing concurrent construction inspection services at multiple sites while maintaining operations. As part of the **Baltimore County Department of Public Works On-Call Pump Station Engineering and Construction Services** contract, Gannett Fleming served as a trusted advisor to inspect and assess several pump stations within Baltimore County's system on an as-needed basis. Our team was able to mobilize inspectors quickly and efficiently to provide construction support and inspection services throughout the duration of the contract. Additionally, Gannett Fleming oversaw the construction of the **Anne Arundel County's Parole Sewage Pump Upgrade Phase II** contract, which required maintaining the Parole Pump Station operations during major renovations, including the successful implementation of a new sewage bypass system. Our team coordinated closely with the client, contractor, construction personnel, and project stakeholders to make certain that the facility's systems and processes remained uninterrupted.

The technical knowledge gained from these projects will enable our firm to anticipate, navigate, and resolve the challenges inherent in this type of construction. We are not only experienced with the same types of improvements needed to

protect the three pump stations included in this contract, but have also demonstrated our ability to prioritize maintenance of plant operations during these projects. Additionally, we will draw on our team's extensive knowledge of NCDPW's policies, procedures, and project staff to make certain all construction activities are performed in a high-quality manner that meets or exceeds NCDPW's expectations.

Project Profiles

To demonstrate our experience, Gannett Fleming has provided a sample of our most recent and relevant projects on the following pages. These profiles illustrate our technical prowess, familiarity with the project scope, and success adhering to project controls measures, such as schedules and budgets. A matrix indicating our additional relevant storm hardening and flood mitigation experience is provided for review at the end of this section.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

Bay Park Sewage Treatment Plant, Stormwater Pumping Stations – Construction Management Services

EAST ROCKAWAY, NEW YORK

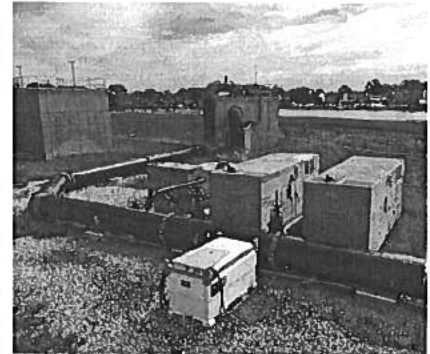


DATE OF COMPLETION:
Ongoing

CONSTRUCTION COST:
\$16M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

CLIENT REFERENCE:
Damon Urso, (516) 571-7534



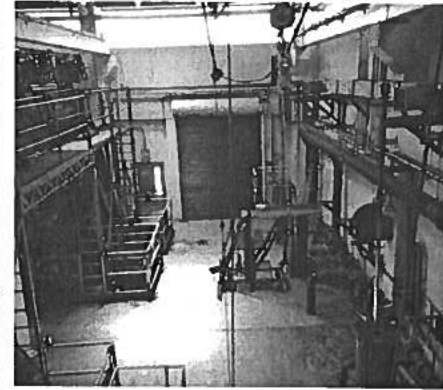
PROJECT DESCRIPTION

Gannett Fleming is providing construction management services to NCDPW for the construction of two stormwater pumping stations at the Bay Park Sewage Treatment Plant. This includes an 8.4 MGD pump station at the north catchment area and a 38 MGD pump station at the south catchment area, as well as the installation of new pumping equipment and electrical/controls systems. This project will serve as an enhancement within the perimeter flood wall/earthen berm to mitigate the potential for future tidal back-ups throughout the stormwater system, and will also have the ability to collect and transport stormwater from the plant property. Our firm is providing construction management, resident engineering/inspection, office engineering, scheduling,

as well as cost estimating and health and safety services.

Included in the project is the installation of 2 interim Stormwater pumping systems which incorporate 11 critically silenced diesel pumped and above ground 24" and 36" piping headers.

The north pump station includes three (3) 45 horsepower submersible pumps and 12" and 18" mechanical joint ductile iron piping. The south pump station includes four (4) 135 horsepower submersible pumps and 20" and 36" mechanical joint ductile iron pipe. A new MCC will be constructed to service each pump station. Dedicated control systems and SCADA systems will be installed.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**Bay Park Sewage Treatment Plant,
Influent Screening Facilities Improvement Project****EAST ROCKAWAY, NEW YORK**

DATE OF COMPLETION:
2017

CONSTRUCTION COST:
\$12M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

CLIENT REFERENCE:
Damon Urso, (516) 571-7534

**PROJECT
DESCRIPTION**

NCDPW has undertaken a full repair and upgrade to the Bay Park Sewage Treatment Plant (Bay Park) as a result of Superstorm Sandy. As part of this \$800 million overall upgrade program, Gannett Fleming provided construction management services for the upgrade to the influent screening facilities. Our firm's services included resident engineering, resident inspection, office engineering, scheduling, cost engineering, and health and safety services for the pumps and appurtenances; four screens; and the electrical; mechanical; heating, ventilating, and air-conditioning (HVAC) systems; and odor-control facilities. The project also included roof repairs and new skylights.

Under this project, all four influent bar screens were replaced, including access platforms and accessories, hydraulic sluice gate operators stems and guides, manually operated sluice gates, stems, guides and supports, as well as dewatering pumps, guiderails, and associated piping and fittings. The four new mechanically cleaned bar screens, associated controls, and access working platforms were installed, in addition to new sluice gates, stems guides, supports, floor stands, and electric motor operators.

The bar screens were installed in phases, one at a time, to allow the facility to handle the average-daily plant flow (two screens

required), and to allow one bar screen to be available for a wet weather maximum flow contingency. Maintenance of facility operations was a major factor in this phasing. In addition, we had the ability to test, start-up, and train the operators as each bar screen came online. This created the need to turnover each bar screen to operations for beneficial individually.

The chambers around the screens were also repaired (structural concrete repair). The entire bar screening facility building was updated including a new order control system and stainless steel ductwork. The 2 existing MCC's were replaced. All new conduit and wire was installed for all the equipment within the facility. All the personnel doors and rollup garage doors were replaced. The entire heating system was replaced including all the hot water supply and return piping system, unit heaters. Three (3) new roof mount air handling units were installed.

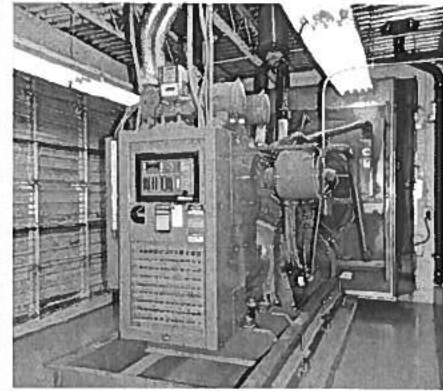
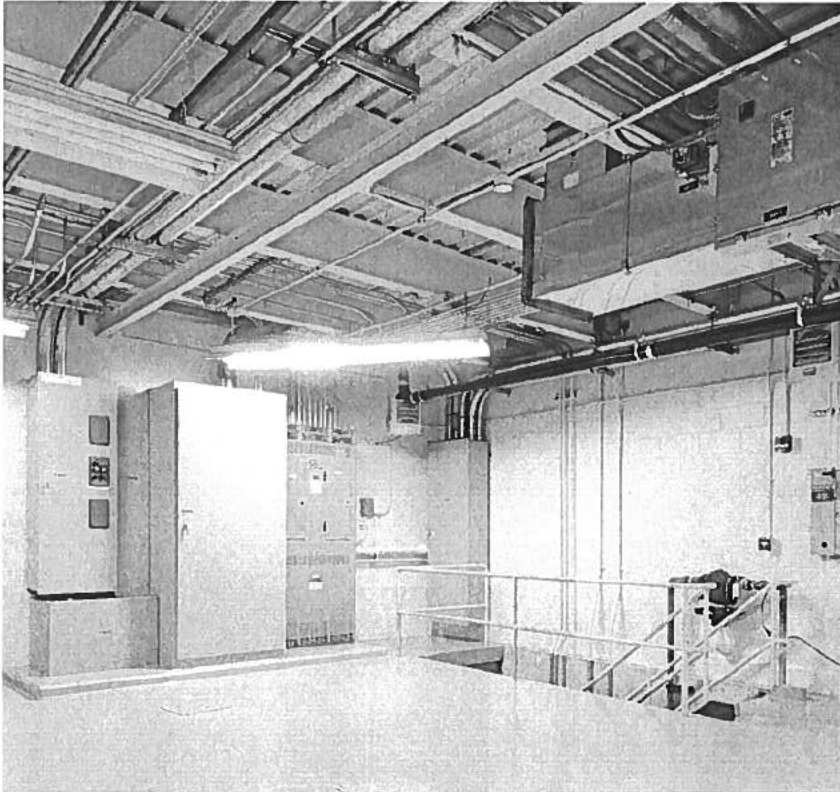
PROJECT CONTROLS SUCCESSES

Our firm paid particular attention to various safety aspects during construction operations, including confined space entry, fall protection, and lockout/tagout (LOTO) procedures.

We also prioritized maintenance of plant operations (MOPO) by implementing a MOPO Plan and working closely with the various stakeholders to expedite the project schedule. The bar screens, originally the critical path, were completed and given to the plant for beneficial use 66 days ahead of schedule.

LESSONS LEARNED

The screens were in a state of disrepair, and the issue of a bar screen breaking down while one is being replaced did occur. To mitigate this issue, spare parts for the existing bar screens were ordered ahead of time, and an allowance item was developed to repair the screens as needed on a time and material basis. This avoided the issue of having two screens unavailable. The allowance enables on-call repairs to take place as new work is being installed.

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS**Sewer District No. 21 - Effluent Pump Station Improvements****Construction Management Services****STONY BROOK, NEW YORK**

DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$1.3M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

CLIENT REFERENCE:
Ben Wright, (631) 852-4188

**PROJECT
DESCRIPTION**

Gannett Fleming provided construction management services for the effluent pump station improvements at the Suffolk County Department of Public Works Sewer District No. 21 SUNY-Stony Brook's wastewater treatment plant (WWTP).

The 6.5-mgd pump station has an average dry weather flow of 1.8 mgd. The influent pump station lifts incoming sewage and pumps it to the WWTP. The pump station consists of two main sewage pumps, one small jockey pump, and a two-chamber wet well interconnected by a sluice gate and

dry well. The pumps are dry-pit submersible pumps with variable frequency drives. The jockey pump is used to transfer wastewater during low flow periods.

Our firm developed and implemented a planned, construction staging schedule to maintain pump station operation during the construction period.

PUMP STATION IMPROVEMENTS

- 450-kW natural gas-fired standby generator with roof-mounted catalytic converter and silencer

-
- Electrical distribution system for normal and standby power
 - Electrical panelboards
 - Fire alarm system
 - Heating, ventilation and air-conditioning (HVAC) systems and controls
 - Doors and exterior brick facade repairs
 - Roof system with safety railing
 - Removal and disposal of asbestos-containing material

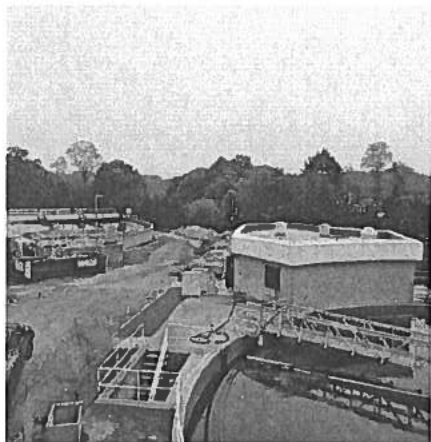
CONSTRUCTION MANAGEMENT SERVICES

- Full-time resident engineering services
- Monthly job conferences
- Maintenance of plant operations during critical construction staging and shutdowns
- Start-up testing and acceptance of new equipment
- Shop drawing submittals and requests for information tracking logs

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

Sewer District No. 21 – Wastewater Treatment Plant Improvements

BROOKLYN, NEW YORK



DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$12M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

CLIENT REFERENCE:
**John Donovan, PE,
(631) 852-4184**

PROJECT DESCRIPTION

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

PROJECT FEATURES

- Oxidation ditch equipment replacement and biological nutrient removal control system provided
- New denitrification filter and influent pump station
- New gravity belt thickener
- Final clarifier internal components replacement
- Gravity thickener internal components replacement
- New odor control system
- New sodium hypochlorite, sodium hydroxide, and methanol storage and feed systems
- New return activated sludge/internal mixed liquor recycle pumps/waste activated sludge pumping systems
- New plant-wide supervisory control and data acquisition (SCADA) system
- New emergency generator
- New fire alarm system location
- New heating, ventilation, and air-conditioning (HVAC) systems and controls
- Asbestos-containing material removal and disposal
- A carefully planned construction staging schedule was developed and implemented to maintain the WWTP in operation during the construction period.

SCOPE OF SERVICES

- Wastewater treatment plant upgrades
- Construction staging
- Start-up/operation services
- Construction management services
- Project completion, within budget, and less than 3 percent change orders
- Provided full-time Resident Engineer
- Conducted monthly job conferences
- Resolved change order and construction issues
- Provided strategic construction planning for phased-in beneficial use
- Provided start-up testing and acceptance of new equipment
- Performed final completion inspections
- Reviewed shop drawing submittals and request-for-information tracking
- Coordinated with design services during construction
- Coordinated with plant management and owner's engineering and municipal staff

ACCOMPLISHMENTS

- Gannett Fleming's performance of construction management services were extremely beneficial for this project, having provided previous design services at the WWTP facility.
- Reduced learning curve at construction start
 - » Resident Engineer performed constructability review of all designs
- Reduced request-for-information submittals
- Resolved all issues, proactively, as items arose
- Maintained direct-line-of-communication between the client and the design engineer for resolution of field issues
- Provided the Resident Engineer with direct access to technical specialists and designers for expedited response to questions

AWARDS

- Gold Award, 2016, American Council of Engineering Companies of New York.

TOWN OF GREENWICH, CONNECTICUT DEPARTMENT OF PUBLIC WORKS

Grass Island Wastewater Treatment Plant – Process Pumps and Control Upgrade GREENWICH, CONNECTICUT



DATE OF COMPLETION:
2014

CONSTRUCTION COST:
\$3.2M

CONSTRUCTION MANAGER:
Ramsaywak Itwaru

CLIENT REFERENCE:
**Richard Feminella,
(201) 622-7844**

PROJECT DESCRIPTION

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

PROJECT FEATURES

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

SCOPE OF SERVICES

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

BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS

On-Call Pump Station Engineering and Construction Services

BALTIMORE COUNTY, MD



DATE OF COMPLETION:
2013

CONSTRUCTION COST:
\$2.4M

CONSTRUCTION MANAGER:
Elik Livay, PE, PMP

CLIENT REFERENCE:
Glen Keller, (410) 887-3765



PROJECT DESCRIPTION

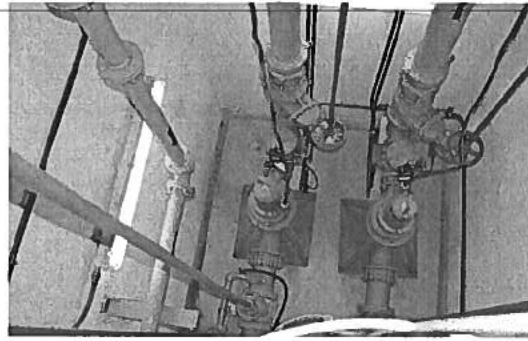
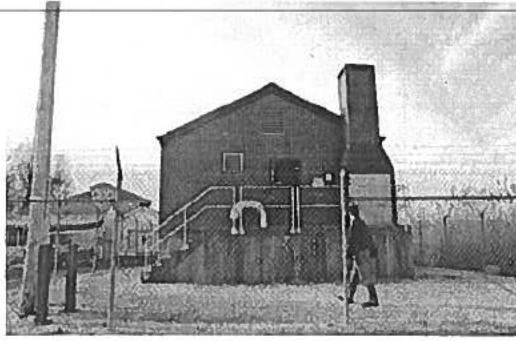
Gannett Fleming provided design and construction support of improvements to multiple pumping stations within the Baltimore County Department of Public Works system. These assignments required complete assessments of existing conditions and development of plans to provide reliable, energy efficient, and low maintenance operation.

WEST INVERNESS PUMP STATION

The West Inverness Wastewater Pump Station is located in Dundalk, MD. The 700 gpm station was built in 1955 and is a dry-pit/wet-pit configuration. For this project,

design services included replacement of the mechanical and electrical equipment, two new dry pit pumps, piping, motor control centers, control, instruments, and heating, ventilation, and air-conditioning (HVAC) system. The improvements also included the replacement of architectural features, a new precast-concrete flowmeter vault, and the raising of the wet well to grade.

Construction phase services including attendance with progress meetings, RFI responses, submittal review, and other services.



PROJECT SUCCESSES

This project was completed with zero lost time accidents during all phases of the work, and the project delivered within budget. Gannett Fleming was awarded an additional assignment as a result of the quality of the work.

CATONSVILLE PUMP STATION

Gannett Fleming also assessed the Catonsville station and made recommendations for upgrades. The investigation included evaluating alternatives for new influent sewer and force main.

WILLOW AVENUE PUMP STATION

The scope of work for the Willow Avenue Pump Station is very similar to the West Inverness Station with regard to the evaluation of existing conditions and station components, and the recommendations that Gannett Fleming made for upgrades. The conditions of all station components were evaluated, and a final report summarizing our findings and recommendations was submitted and accepted by the County.

ANNE ARUNDEL COUNTY**Construction Management Services for Parole Sewage Pump Upgrade Phase II****ANNE ARUNDEL COUNTY, MD**

DATE OF COMPLETION:
2011

CONSTRUCTION COST:
\$6.1M

CONSTRUCTION MANAGER:
Scott A. Schriner

CLIENT REFERENCE:
Victor Kibec, (410) 222-7620

**PROJECT
DESCRIPTION**

Gannett Fleming provided bid- and construction-phase services for the rehabilitation of the Parole Sewage Pump Station, a 4 mgd average flow station, serving Annapolis. This station serves as an integral part of the metropolitan Annapolis sewage collection system, and the improvements enhanced the current and future demands of this growing commercial and residential community. Sewage flows were pumped to the Annapolis Water Reclamation Facility. This was two-year construction management and inspection project.

The pumping station was an existing, in-ground cast-in-place concrete wet well/dry well type station that housed dry pit submersible pumps, motor control center, process equipment facilities, and instrumentation controls. It was a brick

masonry structure control building. The station underwent major improvements, including the replacement of two of the three pumps with motors, valves, and piping; the replacement of the motor control center and installation of a new standby generator system; and installation of new process and heating, ventilation, and air-conditioning (HVAC) equipment. External improvements included a new roof system, fencing, pavement modifications, and masonry restoration.

Bid-phase services included providing a constructability review, technical consultations with the designer and the County to review and respond to bidder questions, and assistance with the design of the bypass pumping system.

Construction-phase services included implementating our project management plan and full-time project management services, including conducting construction-related meetings; providing monthly reports to the County; and coordinating submittals, requests for information, and contract records. Inspection services included full-time on-site inspection, video and photo documentation of job progress, record-keeping, coordination with private utility services, coordination of equipment testing, and final inspection.

A major challenge for this project was been maintaining Parole Pump Station operation during these major renovations, including the successful implementation of the sewage bypass system. Other station features included a new odor control system using a cross flow scrubber absorption system, replacement and

redesign of the bridge crane and girder hoist, new electrical and instrumentation control systems, and the construction of an exterior pad-mounted standby generator.

Our firm provided construction management services, including technical consultation, project management, and full-time inspection services. To assist with project management, we implemented a customized information management system. This approach fostered not only improved communications and document control but also helped achieve sustainability objectives by promoting paperless reporting and tracking.

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Newtown Creek Water Pollution Control Plant

BROOKLYN, NY



DATE OF COMPLETION:
2017

CONSTRUCTION COST:
\$290M

CONSTRUCTION MANAGER:
Brian Walker, ENV SP

CLIENT REFERENCE:
Kevin Donnelly,
(718) 595-3041

PROJECT DESCRIPTION

Gannett Fleming, as part of a joint venture, provided construction management services for 14 construction contracts to upgrade the Newtown Creek Water Pollution Control Plant (WPCP) for the New York City Department of Environmental Protection (NYCDEP). The work involved upgrades to the central residuals building; the sludge barging facilities, along and within Newtown Creek; modifications to the main building's northwest wing; reconstruction of the South Battery of aeration and final tanks, reconstruction of the South Control buildings; the addition of a new grit facility building; improvements to the trunk sewer; and improvements to the site stormwater around the entire facility.

The WPCP upgrade was under a Consent Order from the U.S. Environmental Protection Agency and the New York State Department of Environmental Conservation (NYSDEC). Located in Brooklyn's Greenpoint neighborhood, the WPCP underwent a major, long-term upgrade that began in 1999. Our firm provided construction management services during Phase 3 of the upgrade program.

PROJECT FEATURES

- Minor Demolition- Contract NC-50 Sludge Loading Dock: Demolition of an above ground sludge storage tank (approx. 50,000 gallons). Removal/demolition of rotary batch reactor tanks.
- Flood Rated Doors
- Fire rated construction Contract NC 41 Central Residuals Building: This building was constructed to NYC Building codes. The installation of fire rated doors, partition and sealant for room to room penetrations.
- Electrical and Mechanical equipment relocation
- Flood walls, gates, barriers for buildings Contract NC-50 Sludge Loading Dock: Construction of reinforced concrete loading dock at Whale Creek, tributary to Newtown Creek to East River. Dock was constructed on 60 ton "H" piles.
- Wall penetrations
- Water repellent application
- Concrete knee walls
- Carbon FRP wall reinforcement system

- Brickwork-Contract NC 41 Central Residuals Building: Approx. 40,000 sq. ft. of glazed brick (exterior), with 25,000 sq. ft. of reinforced masonry on interior of building.
 - Curb, sidewalk and driveways Contract NC 41 Central Residuals Building & Contract NC-50 Sludge Loading Dock: Access of 4,000 linear feet of steel face curb installed, 20,000 sq. ft. of sidewalks, and 100,000 sq. ft. of asphalt pavement for parking lots.
 - Stairways Contract NC 41 Central Residuals Building: Concrete reinforced stairwells were constructed. Seven separate stairways within the building. Stairways constructed to fire-rated standards with code required egress lighting.
 - Flood-tight hatches
 - Waterproofing- Contract NC 41 Central Residuals Building This building was constructed at levels from -19 ft. to at sea level. Concrete floors and foundations were waterproofed using latest methods and technologies.
 - Replacing link-seal systems
 - Submersible sump pumps and controls
 - » Con Edison
 - » Brooklyn Union Gas
 - » New York Telephone
 - NYCDEP Sewer Construction
 - NYCDEP Water Construction
 - Pavement Marking of Bureau of Traffic Operations Highway Control Division
 - Bureau of Fire Communications coordination
 - Street Lighting for Bureau of Traffic Operations
 - Traffic Stipulation New York City Department of Transportation Office of Construction Mitigation and Coordination Bureau of Permit Management
 - Traffic of Bureau of Traffic Operations, Buckeye Pipeline
 - NYCDEP Division of Review and Compliance
- Traffic was maintained for the New York City Department of Sanitation for a Transfer Station as well as for contractors working at the WPCP upgrade (4 billion dollars of construction). There were many stages that were required for the Maintenance and Protection of Traffic.

PHASE 3 CONSTRUCTION SCOPE

- Early project construction included new roadway and utility installations
- Sanitary sewer lines, storm sewers, water and distribution mains, and fire alarm conduit installations
- Storm sewer work involved connecting into 90-inch interceptor sewer via a new chamber
- Numerous utilities required close coordination

SCHEDULE

Condition assessment and inspection repairs to concrete final tanks and channels were finished ahead of schedule. The final tank reconstruction project was completed ahead of schedule and under budget for construction management services. The new grit facility with new, major sewer headworks piping and stormwater site system was completed ahead of schedule.

NEW JERSEY AMERICAN WATER**Raritan-Millstone Water Treatment Plant – Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements****MILLSTONE, NJ**

DATE OF COMPLETION:
2012

CONSTRUCTION COST:
\$30M

CONSTRUCTION MANAGER:
Michael Morgan, Project Principal

CLIENT REFERENCE:
John Gillespie, (908) 431-3259

**PROJECT DESCRIPTION**

The Raritan-Millstone Water Treatment Plant (WTP) is located at the confluence of the Raritan and Millstone rivers in Bridgewater, New Jersey. The WTP treats surface water from the Raritan River; Millstone River; and the Delaware and Raritan Canal; and it provides drinking water to approximately 1 million New Jersey residents (average day 100 mgd).

Its prime river location makes it susceptible to flooding. A berm and wall system around the plant provides protection from flooding to an elevation of 44.00 feet (approximately 5 feet above plant grade), when the Raritan River floods its banks. During Hurricane Irene and Superstorm Sandy, it became clear that removing water from the site presented risks that could put the whole site in jeopardy.

SHORT-TERM

Gannett Fleming provided services for short-term stormwater improvements at the Raritan-Millstone water treatment plant for New Jersey American Water. Short-term improvements allowed the plant personnel to rapidly respond to internal drainage within the flood reduction levee system that surrounds the 2 mgd water treatment plant. Gannett Fleming provided design, contract drawings, specifications, and construction observation services for the installation of gates, valves, and permanent pump discharge piping with aboveground headers to accept multiple quick connect pump discharge hoses which outlet water outside the earthen embankment in a manner, not damaging the embankment levee.

Gannett Fleming also assisted with the stability review and rehabilitation of an existing 6-foot-tall, 200-foot-long concrete block wall which provided riverside protection and was in distress. Stability review included a site specific subsurface exploration, laboratory testing of the soil samples obtained, and engineering analysis utilizing the findings. Analysis of the existing wall and design of the reconstructed wall (to be 12 feet tall) was conducted in accordance with USACE design criteria. Upon review of the conceptual Geotechnical Report and Alternative Analysis, Gannett Fleming was requested to perform final design, prepare contract drawings and specifications, and provide construction management duties for construction of a replacement cast-in-place concrete T-wall.

Gannett Fleming conducted a long-term flood probability study for the flood protection project at the water treatment plant. Scope included performing project communications; attending project meetings; performing data collection, visual field inspection, and a field cross-section survey of the selected Raritan River beach; developing engineering hydrology for the selected beach; conducting a hydraulic analysis for the selected beach; performing a flood risk analysis at the water treatment plant; and preparing a hydrologic analysis and preliminary flood risk assessment study report.

LONG-TERM

Gannett Fleming assisted with the WTP Long-Term Flood Protection and Stormwater Pumping Station System Improvements. This scope included:

- Adding stormwater piping valves
 - » Prevents high river water from surcharging into the plant
- Adding permanent discharge header systems
 - » Allows plant personnel to connect portable pumps to discharge stormwater from within the plant during high water events
- Providing plant levee protection system and stability review
- Adding three 7.2-mgd flood protection stormwater pumping systems
- Adding outfall protection on the outside of the berms, including headwalls, riprap, and flapper valves

The design provided three culverts, under the berm, by slip-lining existing reinforced-concrete pipe with polyethylene pipe. The culverts were designed to operate by gravity, during normal non-flood conditions.

During flood conditions, the gravity system was isolated and pressurized as a force main by using temporary pumps to move the collected stormwater through the conveyance system. A discharge header system, at each location, allowed plant operators to mobilize and connect portable pumps quickly and safely as part of the emergency procedures required before a major storm.

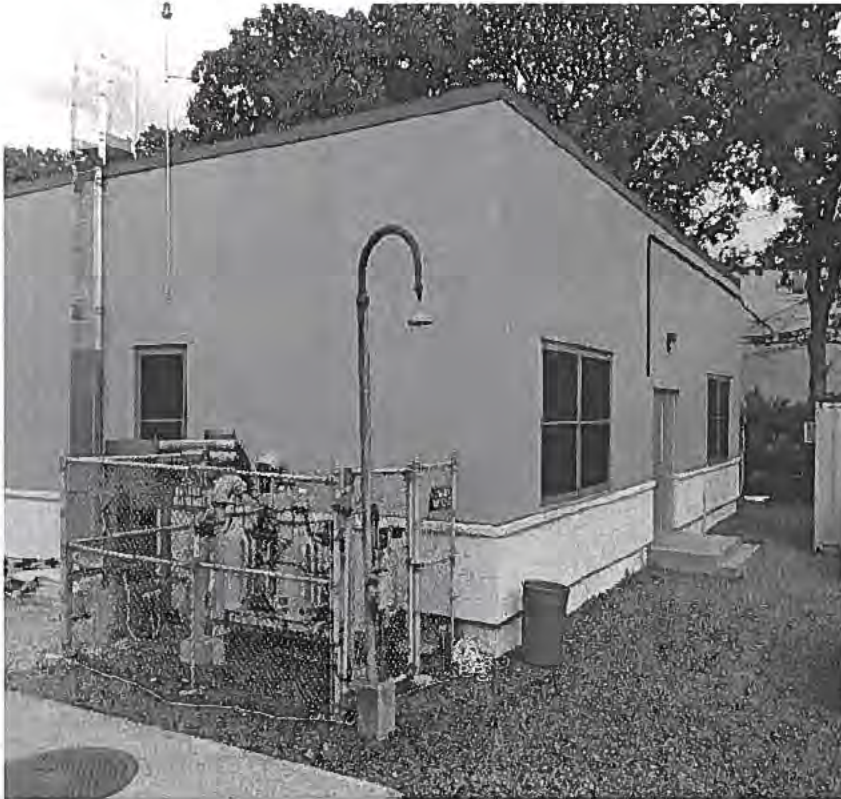
PROJECT SUCCESSES

- Developed long-term flood protection and pumping systems
- Satisfied expedited design and construction schedule to protect site from other storm events

PUBLIC SERVICE ELECTRIC AND GAS

East Rutherford Switchyard Control Building Renovations

EAST RUTHERFORD, NJ



DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$1.1 Million

CONSTRUCTION MANAGER:
John Bradley

CLIENT REFERENCE:
Sal Bordanaro, (610) 765-5598



PROJECT DESCRIPTION

Gannett Fleming provided engineering, procurement, and construction services to facilitate renovations to the control building within East Rutherford Switchyard. Specific scope items included the following:

- Re-facing the exterior of the building;
- Replacing all windows and doors to Aurora standard (PSE&G and NERC CIP security requirements). New doors included card readers and associated hardware, new windows included operable Medium Security screens
- Remodeling the existing bathroom, including new plumbing fixtures, stalls, and flooring
- Installing new flooring throughout the entire building;
- Installing a redundant heating, ventilation and air conditioning system for the entire building;
- Replacing all interior and exterior lighting;
- Replacing existing sump pumps in underfloor raceway system;
- Installing an exterior ladder to the roof; and
- Evaluating the roof condition to determine if replacement is needed. Evaluation included asbestos testing.

STATION LIGHT AND POWER UPGRADES

The project also included the replacement of the station light and power (SL&P) system which entailed:

- Removal and replacement of both 26kV/440v transformers (primary and backup) and all associated feeds into control house
- Installation of new SL&P switchgear and enclosure within 26kV yard
- Removal and replacement of new potheads for SL&P feeds in 26 kV yard
- Installation of new structural framework in 26kV yard as necessary for secondary feeds
- Installation of external surge arrestors for each transformer

FLOOD MITIGATION EFFORTS

Another part of the overall project was the design and construction a comprehensive flood mitigation system for the control building and yard. This included:

- The removal and replacement of the existing primary storm water manhole and single pump with a larger volume manhole and a dual pump system complete with localized control panel and alarms. Repairing and upgrading the storm drainage system; redesigning the pump system, gate valve, and electrical feed;
- Designing and installing a bituminous berm to control and channel runoff;
- Sealing existing empty and abandoned conduits.
- To prevent water infiltration, we also raised concrete electrical vaults, and re-graded the area surrounding the vaults.

Gannett Fleming was also responsible for providing engineering services, attending meetings, and preparing construction documents for the entire project, with specific tasks including:

- Preparation and submittal of construction documents to PSE&G for review and approval (IFR and IFC);
- Supervision of field operations during the design and engineering phase;
- Preparation of an anticipated construction schedule;
- Outage coordination;
- Solicitation of bids from contractors and provision of a recommendation for award; and
- Construction Management services, including on-site construction supervision and as-built drawings.

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NCDPW - Bay Park STP, Stormwater Pumping Stations - CM Services	✓	✓
NCDPW - Bay Park STP - Grit Facility and Sludge Dewatering Building Improvements/ Flood Control	✓	✓
NCDPW - Pump Station Repair and Mitigation	✓	✓
NCDPW - Cedar Point Lake Stormwater Pump Station Replacement	✓	✓
Village of Northport - WWTP Upgrades, Phases I and II	✓	✓
NJAW - Raritan-Millstone WTP - Short-Term/Long-Term Flood Protection and Stormwater Pumping System Improvements	✓	✓
NYCDEP - Newtown Creek WPCP	✓	✓
SCDPW - Bergen Point WWTP Expansion	✓	✓
PSE&G - East Rutherford Switchyard Control Building Renovations	✓	✓
IFF - Building Flood Wall - CM and Design Services	✓	✓
County of Fairfax - Flood Mitigation and Monitoring, Dam Safety, and Dredging Program	✓	✓
BRSA - Blower Buildings Flood Mitigation Services and Feasibility Study	✓	✓
PANYNJ - Indefinite Quantity Contract (IQC) for Expert Professional Architectural and Engineering Services for the Design of Federally Funded Super Storm Sandy Related Repair and Resiliency Projects on an "As Needed" Basis During 2013-2017	✓	✓
PANYNJ - Facility Surveys for Hurricane Sandy Damage Assessment Brooklyn Pier Sheds 7, 9, and 11, Brooklyn, NY	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NJ TRANSIT - Substations A/E Design Services at Hoboken Terminal/Yard, Meadows Maintenance Complex, and Bay Head Yard, Various Locations, NJ	✓	✓
NJ TRANSIT - Inspection of Flood Damaged Elevators and Escalators at the Secaucus Junction Station	✓	✓
NJ TRANSIT - Gladstone Line Catenary Structure Replacement	✓	✓
B&T - Post-Hurricane Sandy Flood Mitigation Implementation at the Brooklyn Battery Tunnel Building	✓	✓
MNR - Preliminary Engineering Services for the Design Build of Power, Communications and Signals Infrastructure Improvements on MNR's Hudson Line - Sandy Restoration	✓	✓
NJTA - On-Call A/E Contract - NJ Turnpike NB MP 102.1 Shoulder Washout Damage Emergency Repairs	✓	✓
NJTA - On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NJDOT - Evaluate data products and management processes that are associated with the bathymetric survey for the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of the events related to Superstorm Sandy	✓	✓
NYCT - Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical Construction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, Queens, and Brooklyn, NY	✓	✓
NJAW - Stormwater Improvements for Raritan-Millstone Water Treatment Plant	✓	✓
NJDEP - Program Manager Contractor and Environmental Assessment Field Contractors for Environmental and Historic Preservation Reviews for New Jersey's CDBG-DR Grant Program	✓	✓
ACE - Substation Design Services	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
SCDPW - Pump Stations 9 & 10, Flood Protection Design	✓	✓
NYCDEP - Gowanus Pump Station and Related Facilities	✓	✓
Pennsylvania American Water - Becks Run Raw Water Pump Station	✓	✓
Pennsylvania American Water - Hershey Water Treatment Plant	✓	✓
Spotsylvania County Utilities Department - Motts Run and Ni River WTPs	✓	✓
KY American Water Company - Kentucky River Station (KRS) II Water Treatment Plant at Hardin's Landing	✓	✓
Con Edison - East 16th and West 28th Street Facilities – Storm Hardening	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 East 13th Street 345 kV Substation	✓	✓
Con Edison - Installation of Pass Breakers - Storm Hardening Phase 2 West 28th Street Substation	✓	✓
Con Edison - Storm Hardening of Astoria LNG Plant Salt Water Fire Pump House	✓	✓
Con Edison - The Learning Center Storm Hardening	✓	✓
Con Edison - CNG Upgrades and Storm Hardening Design at the Eastview Service Center	✓	✓
Con Edison - Substations Storm Hardening Services for Fresh Kills, Gowanus, and Goethals Substations	✓	✓
NYCSCA - PS90 Edna Cohen School, Coney Island, NY	✓	✓

Storm Hardening & Resiliency Experience Matrix

PROJECT	STORM HARDENING	FLOOD MITIGATION
NYCSCA - PS195 Manhattan Beach, Brooklyn, NY	✓	✓
NYCSCA - PS195 William Haberle School, Queens, NY	✓	✓
NYCSCA - PS 169Q Water Penetration and Flood Elimination	✓	✓
Town of Greenwich - On-Call Storm Hardening Investigation/Upgrades	✓	✓
Town of Greenwich - Grass Island WWTP - Upgrade and Electrical Improvements	✓	✓
Borough of Lewistown - Lewistown WWTP Upgrades	✓	✓
Danville Municipal Authority - Danville WWTP Upgrades	✓	✓
LIRR - Long Island City (LIC) Yard Restoration, Long Island City, NY	✓	✓
Gilbane Building Company and NJ Department of the Treasury - Reconstruction, Rehabilitation Elevation and Mitigation Home Inspection Program Management, Statewide, NJ	✓	✓
NYCDDC - CM/Design/Build for Hurricane Sandy-Affected Residential Community Recovery A/E Services	✓	✓

COUNTY OF NASSAU

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

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

Address: 88 Froehlich Farm Boulevard, Suite 450

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

Country: US

2. Entity's Vendor Identification Number: 232935505

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

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

1 File(s) uploaded Gannett Fleming Engineers and Architects-List of Principals .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.

James R. Laurita, One Penn Plaza, Suite 630, 250 West 34th Street, New York, NY 10119
John W. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220
Giuseppe Tulumello, One Penn Plaza, Suite 630, 250 West 34th Street, New York, NY 10119

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.

Gannett Fleming Engineers and Architects, PC is affiliated with Gannett Fleming, Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, PC.
Gannett Fleming Inc., Gannett Fleming Architects, Inc., and Gannett Fleming Engineers, PC will not take part in performance of this contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this

(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:
James R Laurita, PE [JLAURITA@GFNET.COM]

Dated: 09/03/2021 01:21:29 PM

Title: President

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

**Gannett Fleming Engineers and Architects, PC
Officers and Directors (Last Updated 12/2/2019)**

- Laurita, James. R Chairman
- Laurita, James R. President
- Hair, Glen L. Senior Vice President
- Hair, Glen L. Secretary
- Kovacs, John W. Senior Vice President
- Tulumello, Giuseppe Senior Vice President
- Tulumello, Giuseppe Assistant Treasurer
- Rikk, Joseph Jr. Vice President
- Rikk, Joseph Jr. Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

5/26/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1361922 GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C. 88 FROELICH FARM BOULEVARD, SUITE 450 WOODBURY NY 11797	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Continental Casualty Company		20443
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 14091798**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A B	PROFESSIONAL LIABILITY	N N	20720848 EXN591919728	6/1/2021 6/1/2021	6/1/2022 6/1/2022	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1008-062342 RFP No. PQ-S35121-11C; Design Services. [II-Woodbury]

CERTIFICATE HOLDER

14091798
COUNTY OF NASSAU
COUNTY OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2021

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 Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		CONTACT NAME Janice Bolton PHONE (A/C, No, Ext) 717-761-4600, Ext. 3031 FAX (A/C, No) 717-761-6159 E-MAIL ADDRESS JBolton@GunnMowery.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A PA Manufacturers Indemnity Co.	
		INSURER B Indemnity Ins Co of North America	
		INSURER C Markel American Insurance Company	
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES **CERTIFICATE NUMBER:** 1180287689 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3021012907384A	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1521012907384	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	N110045070034	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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 N	Y	2021012907384A	2/1/2021	2/1/2022	<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
C	Excess Liability	Y	Y	MKLM1EUE100362	2/1/2021	2/1/2022	Each Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured applies per written contract.
 1008-062342 RFP No. PQ-S35121-11C; Design Services. The following are considered as Additional Insureds for General Liability as per written contract:
 Nassau County. [Il-Woodbury]

CERTIFICATE HOLDER

CANCELLATION 90

COUNTY OF NASSAU
 COUNTY 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

Janice E. Bolton

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**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Gannett Fleming Engineers & Architects, P.C. 207 Senate Ave. Camp Hill, PA 17011 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (717) 763-7211 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1931733 1d. Federal Employer Identification Number of Insured or Social Security Number 23-2935505
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, NY 11590-2723	3a. Name of Insurance Carrier PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY 3b. Policy Number of Entity Listed in Box "1a" 2021012907384A 3c. Policy effective period <u>02-01-2021</u> to <u>02-01-2022</u> 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

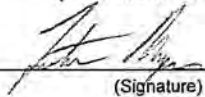
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jonathan Mayer
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2-10-2021
(Signature) (Date)

Title: Commercial Account Administrator

Telephone Number of authorized representative or licensed agent of insurance carrier: (717) 761-4600

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only) GANNETT FLEMING ENGINEERS AND ARCHITECTS P C 207 SENATE AVENUE ATTN: PAYROLL DEPT. CAMP HILL, PA 17011-7100</p>	<p>1b. Business Telephone Number of Insured (717) 763-7212</p>
<p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1c. Federal Employer Identification Number or Social Security Number 232935505</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1194 PROSPECT AVENUE WESTBURY, NY 11590-2723</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 3090 50 - 4</p> <p>3c. Policy effective period 07/01/2021 to 07/01/2022</p>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

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

Date Signed 7/8/2021

By



(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title **Melissa Jensen, Director of Disability Insurance Unit**

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

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

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

State of New York Workers' Compensation Board

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

Date Signed _____

By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

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

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 8, 2021

SUBJECT: Authorization to Amend Professional Service Agreement with
Gannett Fleming Engineers and Architects, P.C.
Effluent Screening and Disinfection Facility Improvements
Design Services
Agreement No. S35121-11C
Encumbrance No.: CFPW16000042

This Department is requesting approval to amend the existing personal services agreement S35121-11C with the firm Gannett Fleming Engineers and Architects, P.C. This amendment is necessary to continue with the design-related construction services in connection with the Effluent Screening and Disinfection Facility Improvements.

Gannett Fleming Engineers and Architects has been providing engineering services for the subject project; however, the term of their personal services agreement expires on December 31, 2021, after having utilized the single one (1) year extension allowed by contract. It is the intent of this Department to amend the existing agreement to extend those services for an additional twenty-four (24) months from January 1, 2022 to December 31, 2023, with an option for two (2) one (1) year extensions, without an increase in fee.

The Effluent Screening and Disinfection Facility Improvements Project was issued NTP on November 4, 2020. Construction completion is scheduled on December 27, 2022. Gannett Fleming Engineers' services are required until December 31, 2023, in order to cover the completion of construction activities plus the one (1) year O&M period. The requested extension will allow Gannett Fleming Engineers & Architect's, P.C. to complete the contracted services.

This contract has insufficient term due to the term being fixed at the outset of the project. NTP on the construction was delayed by more than a year due to a delay in procurement of the construction contract. This was due to the delay in the construction contractor's Vendor Portal registration and confusion in the disclosure submission and review that caused the construction contract to be delayed. Subsequently, initiated Countywide and Department contract processing and disclosure review processing will lessen the likelihood that similar delays will occur in the future.

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




Kenneth G. Arnold
Commissioner

KGA:VF:rp

c: Christopher Nolan, Deputy Budget Director
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Karen Fay, Sanitary Engineer III
Eric Mills, Anna Walsh, Hazen/Arcadis JV

APPROVED:



3/8/2021

Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider
Deputy County Executive

Date



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

James R. Laurita, P.E., President

05/18/2021

Name and Title of Authorized Representative

m/d/yy

Signature

05/18/2021

Date

Gannett Fleming Engineers and Architects, P.C.

Name of Organization

Suite 450, 88 Froehlich Farm Blvd Woodbury, NY 11797

Address of Organization

Instructions for Certification

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

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

November 5, 2020

Thomas B. Pursel, P.E., Vice President
Gannett Fleming Engineers and Architects, P.C.
88 Froehlich Farm Blvd.
Woodbury, New York 11797

Re: Bay Park Sewage Treatment Plant
Effluent Screening and Disinfection Facility Improvements
Design Services
Agreement No. S35121-11C
Extension of Time

Dear Mr. Pursel:

We are in receipt of your attached letter dated November 3, 2020, requesting a one (1) year time extension for the above referenced contract. The term of the subject agreement commenced on November 4, 2016 and will terminate on December 31, 2020. By mutual agreement both Nassau County and Gannett Fleming Engineers and Architects, P.C., agree to extend the agreement for one (1) year to December 31, 2021. You are hereby advised that an extension of time for construction design services is granted to **December 31, 2021**. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Vincent Falkowski of this office at 516-571-7515.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:VF:rp
Attachment

c: Vincent Falkowski, Deputy Commissioner for Environmental Programs
Karen Fay, Sanitary Engineer III
Larry Francino, Peter Petriccione, Gannett Fleming Engineers & Architects
Robert Pedenzin, Hazen & Sawyer
Eric Mills, Hazen & Sawyer
Josephine Santoro, Hazen & Sawyer
Kathleen Voskerijian, Comptroller's Office

**CF (Capital)****CF E-22416****Contract Details**

SERVICE: Detailed Design Services

NIFS ID #: CFPW16000042 NIFS Entry Date: 8/31/16 Term: from Execution to 12/31/2020

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

Agency Information

Vendor		County Department	
Name Gannett Fleming Engineers and Architects, P.C.	Vendor ID# 522151596	Department Contact Damon W. Urso	
Address 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person Fotios Papamichael, P.E.	Address 3340 Merrick Rd Wantagh NY 11973	
	Phone (516) 364-4140	Phone (516) 571-7508	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS App'l (Dept. Head) <input type="checkbox"/>	8/31/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/31/16	[Signature]	
9/1/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/1/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
9/15/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/15/16	[Signature]	
9/15/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/15/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/16/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/16/16	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	10/7/16	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	10/31/16	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/15/16	[Signature]	

Contract Summary

Description: Professional services to prepare a Technical Design Report, Detail Design and construction administrative services for the improvements to the Effluent Screening and Disinfection Facility.

Purpose: To complete detailed studies/evaluations and subsequently design associated with improvements to the Effluent Screening & Disinfection Facility. The planning and Design improvements to the system will ensure its continued reliability for the next twenty-five year life cycle, while decreasing operation and maintenance burdens. Services shall include an assessment of the overall condition and recommend improvements to be presented in a Technical Design Report. Once this report is approved, the firm will complete a detailed design based upon the Technical Design Report and provide construction-related services.

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

Procurement History: The Request for Proposals (RFP) was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday. Proposals were received from five (5) firms on February 26, 2016. The technical proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The proposal submitted by Gannett Fleming Engineers, P.C. having the highest technical rating and a reasonable cost, represents the best value to the County.

Description of General Provisions: The firm will prepare a Technical Design Report and upon approval will then prepare detailed design documents (plans and specifications) suitable for public bidding purposes. The firm will also provide construction phase design services (shop drawing and other submittal reviews, responses to RFIs, Change Order evaluations, etc.), plant O&M manuals and start-up services.

Impact on Funding / Price Analysis: Funding for these services will be from capital project no. 35121. It is expected that the full cost of these services will be eligible for reimbursement by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Change in Contract from Prior Procurement:	n/a
--	-----

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	121
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue-Contract <input type="checkbox"/>	
County	\$ 859,300.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 859,300.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 35121	\$ 859,300.00
2		\$
3		\$
		\$
		\$
		\$
TOTAL		\$ 859,300.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Joseph L. Davenport, Chief Sanitary Engineer

Date: 6/6/16

70 Decrease		Document Prepared By:		County Executive Approval	
NIFS Certification		Comptroller Certification		Name	
I certify that this document was accepted into NIFS		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Date	
Name		Name		Date	
Date		Date		E #:	

E. 22416

RULES RESOLUTION NO. 357 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GANNETT FLEMING ENGINEERS AND ARCHITECTS P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-5-16
VOTING:
aye 4 no 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers, P.C. to prepare a Technical Design Report and detailed design documents for public bidding purposes and provide construction design phase services for the Effluent Screening and Disinfection Facility Improvements at the Bay Park Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Gannett Fleming Engineers and Architects, P.C.

FINAL DESIGN ENGINEER - CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mincola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers and Architects, P.C., a consultant engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York 11797-2012 (the "Final Design Engineer (FDE)" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2020 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the FDE at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the FDE under this Agreement consist of a technical design report and final design and construction design phase services (including Operation and Maintenance manual and Start-up Services) for the Effluent Screening and Disinfection Facility Improvements at the Bay Park Sewage Treatment Plant. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A".

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

(c) The following items are not included in the FDE'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 FDE and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the FDE or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the FDE as full consideration for the FDE's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the FDE for the FDE's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Eight Hundred Fifty-Nine Thousand Three Hundred (\$859,300) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the contractor, or a contractor agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or

prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of

written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this

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

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

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

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

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

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

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

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

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

20. Administrative Service Charge. The Contractor 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 Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for

the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

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

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

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

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

{Remainder of page intentionally lefty blank}

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

GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C.

By: 

Name: Stephen Hadjiyane

Title: Vice President

Date: July 12, 2016

NASSAU COUNTY

By: 

Name: CHARLES RIBANDO

Title: DEPUTY COUNTY EXECUTIVE

Date: 11/04/16

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 12th day of July in the year 2016 before me personally came Stephen Hadjiyane to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Nassau; that he or ~~she~~ is the Vice President of Gannett Fleming Engineers & Architects, P.C., the corporation described herein and which executed the above instrument; and that he or ~~she~~ signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of November in the year 2016 before me personally came Charles Akande to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01865073153
Qualified in Nassau County
Commission Expires February 16, ~~2019~~ 2019



FEMA

January 17, 2014

Andrew X. Feeney
Deputy Commissioner for Special Programs (AGAR)
NYS Division of Homeland Security for Emergency Services
1220 Washington Avenue
Building 22, Suite 101
Albany, NY 12226-2251

Rob Walker
Chief Deputy County Executive
Office of the Nassau County Executive
1550 Franklin Avenue
Mineola, NY 11501

Gentlemen:

This letter confirms the understanding that was reached on January 13, 2014 between FEMA, the State of New York (the "Grantee") and Nassau County Department of Public Works (the "County"), regarding the repair/replacement and mitigation of portions of the Bay Park Treatment Plant ("Bay Park"). Bay Park is the legal responsibility of the County and portions of the plant were submerged in floodwater as a result of Hurricane Sandy. I would appreciate your signed confirmation of the essential elements of the undertaking below at your earliest convenience. Once I receive your signed confirmation, FEMA will develop with you and execute an alternative procedure pilot project for permanent work and supporting Project Worksheets in accordance with 42 U.S.C. § 5189f and the terms of this letter of undertaking.

Essential Elements of Alternative Procedure for Floodwater-Damaged Elements of the Bay Park Treatment Facility (FEMA-DR-4085)

1. FEMA agrees that due to floodwater damage sustained as a result of Hurricane Sandy, the following elements of the Bay Park are eligible for repair/restoration:

1. Electrical Distributions System
2. Sludge Dewatering Equipment
3. Satellite Pump Stations Serving the County
4. Main Building Raw Sewage Pumps
5. Effluent Screening and Disinfection Building
6. Effluent Pumping Facility
7. Miscellaneous Facilities Campus Wide

8. Final Settling Tank
9. Fire Protection Building
10. Gallery and Utility Tunnel Restoration

2. FEMA, the Grantee, and the County (hereinafter the "Parties") have agreed upon the damages caused as a direct result of Hurricane Sandy, the associated dimensions, a detailed description of those damages, and an eligible scope of work that will be captured in the Project Worksheet that FEMA will generate for this facility.
3. The Parties have agreed that the County will accept a fixed, capped Public Assistance Grant for the agreed upon disaster damages and eligible scope of work for this project under the alternative procedures authorized under Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, codified in 42 U.S.C. § 5189f. The Parties further acknowledge that the terms of this project will be subject to Public Assistance Alternative Procedure Pilot Program Guide for Permanent Work.
4. In accordance with 42 U.S.C. § 5189f(c), FEMA, working collaboratively with representatives from the State of New York and Nassau County Department of Public Works, has validated and accepted the County's estimate of \$431,509,106 for repair/restoration costs for eligible damage, inclusive of codes and standards upgrades.
5. FEMA has also approved the County's hazard mitigation proposal (HMP) in the amount of \$378,874,678 for Section 406 hazard mitigation to cover the following mitigation measures:

1. Plant-wide Electrical Distribution System	<ul style="list-style-type: none"> Mitigation (e.g. elevation) of all critical and auxiliary electrical branch and distribution equipment.
2. Sludge Dewatering Facility	<ul style="list-style-type: none"> Mitigation of sludge dewatering system including moving critical (e.g. electrical) components to higher elevation. Replacement of flood-damaged pumps with dry pit submersible units and associated auxiliary equipment.
3. Barnes Ave	<ul style="list-style-type: none"> Mitigation of interceptors and force main to prevent over-pressurization.
4. Plant Boundary and Storm water System	<ul style="list-style-type: none"> Construction of perimeter boundary surrounding Bay Park Plant STP in combination with interior storm water management and pumping.
5. Influent Screening	<ul style="list-style-type: none"> Mitigation and hardening of building, including adding flood wall around facilities to support flow-through and include removable bulkheads at entrances.
6. Raw Sewage Pumps	<ul style="list-style-type: none"> Mitigation and hardening of building, including adding flood wall around facilities to support flow-through and include removable bulkheads at entrances.
	<ul style="list-style-type: none"> Replacement of flood damaged pumps /motors with dry pit submersible units and associated auxiliary equipment.
7. Grit Removal	<ul style="list-style-type: none"> Mitigation and hardening of system, including floodwall /

	bulkheads.
8. Primary Settling Tanks	<ul style="list-style-type: none"> • Mitigation and hardening of system, including floodwall / cover modifications.
9. Secondary Treatment Facilities	<ul style="list-style-type: none"> • Mitigation and hardening of buildings and systems, including dry pit submersible RAS and WAS pumps and auxiliary equipment. • General building hardening, including installing watertight doors at tunnel access points and floodwall / cover modifications.
10. Digesters and Sludge Thickening	<ul style="list-style-type: none"> • General building hardening, including installing watertight doors at tunnel access points. • Mitigation and hardening of system, including floodwall / bulkheads with removal barriers for access.
11. Central and Distributed HVAC Systems	<ul style="list-style-type: none"> • Mitigate and harden life safety equipment (e.g. HVAC).
12. Effluent Screening and Disinfection Building	<ul style="list-style-type: none"> • Mitigation and hardening of system, including floodwall / bulkheads with removal barriers for access. • Replacement of flood damaged pumps with dry pit submersible units and associated auxiliary equipment.
13. Effluent Pumping Facility	<ul style="list-style-type: none"> • General building hardening, including installing watertight doors. • Replacement of flood damaged pumps with dry pit submersible units and associated auxiliary equipment.
14. Odor Control Facility	<ul style="list-style-type: none"> • General building hardening, including installing watertight doors at tunnel access points.
15. Miscellaneous Facilities	<ul style="list-style-type: none"> • General building hardening, including installing watertight doors at tunnel access points. • Harden sump pumps and drainage systems to prevent backup and provide drainage in lower area within facilities and tunnels.
16. Pump Stations	<ul style="list-style-type: none"> • Mitigation of satellite pumping station throughout the County (e.g. dry flood-proofing; waterproof doors and elevation of generators and fuel tanks).

6. In agreeing to the fixed, capped Public Assistance Grant:

- a. The Parties agree that the grant will be based upon a fixed estimate and capped at \$810,383,784, which includes \$431,509,106 for repair/restoration costs and \$378,874,678 for 406 mitigation costs.
- b. The Parties acknowledge that the \$431,509,106 for repair/restoration and \$378,874,678 for 406 mitigation, agreed upon by the Parties reflect 100% of the total agreed upon funding, which includes the 90% federal cost-share and the 10% State cost-share.
- c. FEMA acknowledges that the County has flexibility to implement the fixed capped grant in the manner that it deems appropriate to achieve the intended benefit of the

agreed upon repair/restoration scope of work outlined in paragraph 1 (i.e. to at a minimum restore this critical facility to its pre-disaster function and capacity).

- d. FEMA acknowledges that the County may exercise flexibility in using the fixed capped grant appropriated for mitigation measures captured in paragraph 5 of this document. If during the design of this approved mitigation proposal, an alternative mitigation measure is identified outside the approved 406 mitigation scope of work, the County must demonstrate that:
 - i. At a minimum, the prevention of future damage under the alternative mitigation approach is proven to be equal to or greater than that of the previously approved HMP scope of work (outlined in paragraph 5) of a 500-year flood with Design Flood Elevation of 17.0 ft. (NAVD88).¹
- e. The Parties acknowledge that the environmental and historic preservation (EHP) compliance review required under 44 C.F.R. § 10, will be performed based on the agreed upon repair/restoration and mitigation scope of work. Accordingly, the Grantee must inform FEMA of any proposed changes in the agreed upon scope of work that do not substantially conform to the design, function, and location of the damaged facilities so that FEMA can determine whether additional EHP review must be conducted to ensure compliance.
- f. As a condition of this agreement, in order to achieve the necessary benefit associated with the agreed upon 406 mitigation funding for the approved HMP that is outlined under paragraph 5 of this agreement, the County agrees to perform whatever mitigation necessary to protect the primary and backup electrical power generation systems against a 500 year flood event. The County acknowledges that the elements of these systems that will be mitigated include but are not necessarily limited to:
 - i. Four tri-fuel primary electrical power generators and their associated critical peripheral elements; and
 - ii. The backup emergency power system, which currently consists of three diesel generators and their associated critical peripheral elements
- g. The County further agrees to complete the mitigation outlined in paragraph 6(d) within the time limitations for the completion of permanent work set forth in 44 C.F.R. § 206.204(c), and acknowledges that its failure to comply with this requirement in a timely manner will cause the approved mitigation funding included in the capped grant to be deemed ineligible and may result in de-obligation of those funds.²

¹ See *Public Assistance Alternative Procedure Pilot Program Guide for Permanent Work*, Part II (D) & (E), (Dec. 19, 2013).

² The costs for mitigation of the primary and backup electrical power generation systems were not eligible and thus, not included in the total amount of 406 mitigation that FEMA approved for this project because these were undamaged elements. However, the Benefit Costs Analysis (BCA) that justified FEMA's acceptance of the County's HMP assumes the completion of this mitigation. Therefore, the eligibility of the 406 hazard mitigation funding included in this grant is

- h. The Parties agree that the cost of mitigating the primary and secondary electrical power generation systems will be approximately \$20,000,000. The Grantee agrees to be responsible for the cost of this mitigation element as it is not part of the scope of work, which is the basis for the accepted fixed grant.
- i. The Grantee and the County acknowledge that, in accordance with Section 312 of the Stafford Act, and 44 C.F.R. §206.191, because they are accepting this fixed, capped Public Assistance Grant, they will not receive any additional public assistance funding for Sandy related damages to any facility and/or site identified in the tables under paragraphs 1 and 5 above. Additionally, if the County receives any insurance proceeds that were not originally contemplated in arriving at the agreed upon amount of the fixed, capped grant, reductions in the amount of actual insurance proceeds may be required before the project worksheet is finalized.

7. For all eligible damage:

- a. In accordance with 42 U.S.C. § 5189f (f), FEMA has the authority to waive, as necessary, any regulation regarding the replacement of eligible flood-damaged elements of Bay Park not consistent with this approach and will carry out the proposed alternative procedure as a pilot program for the County for FEMA-DR-4085.
- b. New York State and the County will agree to waive any and all rights to bring appeals pursuant to 44 CFR § 206.206 or requests for arbitration pursuant to 44 CFR § 206.210 (the Dispute Resolution Pilot Program authorized by Section 1105 of the Sandy Recovery Improvement Act,) against FEMA based on, arising out of, or by reason of any or all of the conditions set forth in this letter.
- c. FEMA will deobligate funding awarded in compliance with this agreement and memorialized in the appropriate PWs only upon a determination of fraud, waste, or abuse, or at the direction of the designated audit follow up official for the Department of Homeland Security/FEMA, or as a result of the County's failure to comply with paragraphs 6(d) and (e) of this agreement. FEMA recognizes that any subsequent determination that deobligates funding associated with the determinations made herein and memorialized in the appropriate PW could constitute a new dispute subject to appeal under 44 C.F.R. § 206.206 or arbitration under 44 C.F.R. § 206.210 (provided the circumstances of the dispute meet the requirements for arbitration articulated in that section).

contingent upon the County demonstrating to FEMA that the mitigation to these undamaged elements will be achieved through a funding source outside of FEMA Public Assistance.

herein and memorialized in the appropriate PW could constitute a new dispute subject to appeal under 44 C.F.R. § 206.206 or arbitration under 44 C.F.R. § 206.210 (provided the circumstances of the dispute meet the requirements for arbitration articulated in that section).

Upon receiving the State's and the County's signed confirmation of the essential elements of this understanding, FEMA will generate a Project Worksheet resulting in a fixed, capped Public Assistance Grant for the agreed upon total of \$810,383,784, which will include, at a minimum, all of the flexibilities of 42 U.S.C. § 5189f(e)(1).

Sincerely,



Brad J. Kieserman
Chief Counsel
Federal Emergency Management Agency


By signing below, the parties confirm their understanding of and their agreement to the essential elements of this undertaking as set forth above:

New York State:

Jerome Hauer
Governor's Authorized Representative
State of New York

Date

Nassau County:



Ron Walker
Chief Deputy County Executive
Nassau County

January 22, 2014

Date

APPENDIX A DETAILED SCOPE OF SERVICES

A. Divisions A and B – Technical Design Report and Detailed Design Services

Upon completion of the Technical Design Report (as described in the RFP) and upon County approval, the FDE agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and cost estimates for the Secondary Flood Protection and Hardening of Critical Facilities project suitable for public bidding based on this Agreement and the RFP Attachments C, D and E, which contain Table of Contents of Standard Specifications, list of Standard Details, and CAD Plan Supplement, respectively.

The FDE shall enter into a professional services contract directly with the County. Under a separate agreement, the County has authorized the County's program manager, the Bay Park Recovery Program Management Joint Venture, hereinafter "PM-JV", to serve as the County's agent for the Assignment. The PM-JV's activities will include, but are not necessarily limited to, verifying that the FDE's design conforms to the overall design intent of the County's improvement program, reviewing the FDE's submittals, schedule tracking, review of FDE's payment requests, and tracking progress and status of the assignment and project.

1. In order to identify the scope of work pertaining to hazardous materials, if any for this facility (or these facilities), the FDE shall conduct a hazardous materials survey of all structures and equipment to be demolished, removed and disposed of under this project and document the findings in a survey report as part of the final design. The hazardous materials to be addressed include, but are not limited to, asbestos-containing materials, lead paint, mercury and PCB. The Final Design will include the Final Survey Report and requirements that the Contractor follow all Federal, State and local requirements for proper abatement, handling, transport and disposal of all hazardous materials.
2. Design Milestones: Submit Technical Design Report, Draft (60% design completion), Pre-Bid (90% design completion) and Bid Ready (100% design completion) documents for PM-JV review. Components of each such submittal shall include drawings, specifications, other documents that shall be included in the Bid Ready documents, and updated construction cost estimate.
3. For each submittal, the submitted documents shall be furnished in printed and electronic format. Unless a lesser quantity is acceptable to the County and PM-JV, furnish ten, full-sized printed copies (on bond paper) for each submittal, and furnish electronic copy transmitted in form mutually acceptable to the FDE and PM-JV (e.g., compact disc, thumb-drive, or transmitted via e-mail or ftp; site). Electronic copies shall be in both portable document format (PDF) and native file format, unless otherwise agreed upon by the FDE and PM-JV. The County shall have the required number of sets of bid documents printed without the assistance of the FDE.
4. Design Milestone Delivery Dates: Due to the critical nature of this project, the County intends that it be advanced under an aggressive time frame. The Detailed Design Services (Division B) shall be completed within Three Hundred (300) calendar days of the County's authorization to begin services (NTP). Schedule shall accommodate a minimum of 2 weeks of review time for each design submittal package. Below are the milestone dates, if the FDE misses any milestone the County reserves the right to cancel the remainder of the agreement.

Milestone #1:	Technical Design Report	100 days from NTP
Milestone #2:	Draft Submittal (60% Design)	180 days from NTP
Milestone #3:	Pre-Bid Submittal (90% Design)	240 days from NTP
Milestone #4:	Bid Ready (100% Design)	300 days from NTP

5. Drawings: The contract drawings shall be prepared using Autodesk AutoCAD 2014 software. The FDE shall prepare the design using 3D CAD model for this assignment. The PM-JV has prepared a set of standard details to be used as a starting point by the FDE. FDE shall develop the project details, to the extent possible, from the PM-JV developed standard details. The FDE shall be responsible for developing all project details, whether or not developed from the standards furnished by the PM-JV. FDE shall have complete professional liability for the project drawings, whether or not developed from the standards furnished by the PM-JV.
6. Specifications: County/PM-JV shall furnish a copy of the County's standard "front-end" documents for bidding and contracting requirements, including the Notice to Bidders, Instructions to Bidders, Proposal (bid form), Agreement, and General Conditions. The Proposal forms, Supplementary or Special Conditions, Division 1 specifications, and all other sections of the specifications shall be developed by the FDE. Bidding and contracting requirements and the specifications shall be organized in accordance with the Construction Specifications Institute's MasterFormat 1988 edition (e.g., 16 Divisions plus the "front-end"). The PM-JV has prepared a set of standard specifications to be used as a starting point by the FDE. FDE shall develop the project specifications, to the extent possible, from the PM-JV-developed standard specifications. The FDE shall be responsible for developing all project specifications, whether or not developed from the County's standard specifications. FDE shall have complete professional liability for the project specifications, whether or not developed from the standards furnished by the PM-JV.
7. Cost Estimate: A complete construction cost estimate, including all construction factors, allowances (if any), alternate bid items, contingencies, costs for the construction contractor's "general conditions" and "Division 1" costs, and contractor's overhead and profit, shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above. The estimates shall be developed in accordance with the following standards:
 - a. Design Development – Construction Cost Estimate

Develop a Design Development construction cost estimate, based upon a 60% +/- design at the end of the 60% Design Development Phase of the project. This shall be considered a Class 2 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.

Develop a Design Development construction cost estimate, based on the 90% +/- design at the end of the 90% Design Development Phase of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05."
 - b. Construction Drawing Phase (CDP) – Construction Cost Estimate

Develop a CDP construction cost estimate, based upon a 100% +/- design at the end of the CDP of the project. This shall be considered a Class 1 cost estimate in accordance with AACE International recommended Practice 18R-97 (Revised 2011). Provide a Basis of Estimate document in accordance with AACE International Recommended Practice No. 34R-05.
 - c.
 - d.

e. Estimate Methodology

Estimates shall be clearly quantified and detailed as to Labor, Material, and Equipment (construction assistance) components. All estimated Labor shall be developed using current wage rates, crew-based detail, and specific assigned productivities. All estimated Material shall be developed using current local pricing or vendor quotations. All estimated Equipment used for construction assistance shall be clearly defined and costs shall be based on current rental and operating rates. Lump sums or plug numbers should be rarely used and only in cases of scope uncertainty (typically at early design phases) or for quoted prices from Subcontractors that have included all Labor, Material, and Equipment within their quote. Submitted estimates shall contain backup for all pricing components as required.

Provide Markups/Add-On cost factors for all "Below-the-Line" costs, such as Overhead, Profit, Escalation to the Midpoint of Construction, Insurance, and Bond. These factors need to be clearly defined and justified by current construction market standards. Provide backup for all escalation calculations and any relevant allowance or unit price calculations. General Conditions costs are to be estimated in detail and not applied as a factor. Design Contingencies are to be applied in accordance with the design level.

Estimates can be provided in either spreadsheet format (such as Excel) or database formats (such as Sage Timberline). Estimates shall be organized into clear Work Breakdown Structure (WBS) formats at all design levels. Estimate report formats shall be determined by the County/PM-JV, but at a minimum shall include estimate summary reports and detailed estimate reports.

f. FEMA Cost Breakdowns

At the start of the design development, all items that are determined per PM-JV-provided criteria to be reimbursable by FEMA funds shall be segregated and independently estimated at each design level. Final bid documents are required to contain clear bid scope line items for any items that will be reimbursed by FEMA.

g. Deliverables

For each design milestone provide working digital copies of all estimates, as well as PDF versions of all Basis of Estimate reports and estimate summary and detailed reports. All estimates are subject to County/PM-JV review and if any deficiencies are noted or corrections are required, the estimates shall be returned for resubmission for no additional compensation.

8. Attend review meetings with the County and the PM-JV on the average of twice per month in order to review job progress and to resolve design issues and address and resolve other questions. The FDE shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
9. Prepare and submit the necessary Environmental Impact Forms.
10. Prepare permit applications, reports, documents, submittals, written responses and revised materials required by authorities and agencies having jurisdiction. **This work task shall not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The FDE must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County,**

unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but shall not be limited to the following:

- a. Nassau County Fire Marshal - code compliance for fire protection systems (smoke alarms, sprinklers, etc.).
 - b. Nassau County Health Dept. - code compliance for hazardous chemical storage/conveyance systems, potable water protection devices, etc.
 - c. New York State Dept. of Environmental Conservation – Title V Plant-wide Source Emissions Permits, dewatering application/permit submittals, wetland permits, process related permits, grant related submissions, SPDES General Permit-02 for runoff from construction sites, etc.
 - d. New York State Environmental Facilities Corp. - N.Y.S. Revolving Loan Program required submissions.
 - e. Recommendations by County's Insurance Bureau.
 - f. Other Local agencies (Towns, Villages).
11. Submit written responses to all County and/or designated representatives and PM-JV review comments.
 12. Make periodic site visits as necessary for a complete understanding of the existing facilities and systems operations.
 13. Attend and facilitate pre-bid meeting
 14. Review all comments and/or questions posed by prospective bidders. Keep a log of such comments/questions and prepare a draft written response to each for review and comment by the County/PM-JV.
 15. Prepare all necessary addenda to the contract documents.
 16. Review all bid proposals received and provide representation at the pre-award meetings. Submit a written recommendation regarding award of the construction contracts.
 17. Most recent projects solicited by the Nassau County Department of Public Works (County) were procured using the Project Labor Agreement (PLA) originally negotiated in 2011. This PLA stipulates that subsequent projects would need to have individual Project-Specific PLA Addendum signed and executed by the County and the Nassau Suffolk Building and Construction Trades Council (NSBCTC), and that a separate PLA Feasibility Study would be undertaken for each new project.
- It is to be assumed that the County will want to use a PLA for this project if 1) it would otherwise need to be contracted as a Wick's Law multi-prime contract, 2) the project requires significant shift work or night work, or 3) the project has any other compelling reason to utilize a PLA.

The FDE is required under this contract to:

- a) Determine with NCDPW whether a PLA is appropriate
- b) Conduct and submit a PLA Feasibility Study for this project
- c) Draft and submit a PLA Addendum for this project
- d) Transmit the PLA Addendum to the NSBCTC, arrange for appropriate signatures, and transmit completed forms to the County
- e) Include the PLA and the project-specific PLA Addendum in the project contract documents

Sample PLA Feasibility Studies and Project-Specific PLA Addendum will be made available for FDE use.

18. If requested, the FDE shall provide copies of any and all design calculations.
19. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the FDE's final construction cost estimate, by more than fifteen (15) percent, the County may require the FDE to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The FDE is responsible for obtaining construction budget information from the County.

The FDE shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

B. Division C - General Inspection Services

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

1. The estimated construction period for this assignment is expected to be approximately 26 months.
2. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the PM-JV with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide eight (8) hard copies of the conformed contract documents.
3. Provide representation at the site(s) pre-construction conference.
4. Review and approve detailed construction, shop and erection drawings.
5. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
6. Review all laboratory, shop, mill, material and equipment test reports.
7. Prepare supplemental sketches, if required, to reflect actual field conditions.
8. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
9. Assist the County and PM-JV in interpreting the construction contract documents.
10. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
11. Arrange for the FDE's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.

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

C. Division D - Facility Operation and Maintenance Manual

Under this division of work, the FDE shall update the pertinent sections of the existing sections of the Bay Park STP Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Fifteen (15) copies of the draft O&M Manual Sections will be submitted for the County and/or designated representatives to review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M

Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the PM-JV Standard Operating Procedures (SOPs) to assist County staff and/or designated representatives in the routine operation and monitoring of the new facilities, equipment and/or pump stations. These SOPs will be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel. Two (2) additional copies of the SOPs will be filed in the Plant Operations office, and a copy included in the appropriate O&M manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the PM-JV. The software is to be compatible with existing County software and if not, the FDE will supply additional copies of the software to the County and/or designated representatives.

Both of these documents will be developed in accordance with the existing manuals and guides (examples are available for the FDE's review).

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County and/or designated representatives. The software is to be compatible with existing County software and if not, the FDE will supply additional copies to the County and/or designated representatives.

D. Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the FDE shall provide the following services:

1. Start-Up Services.

- a. The FDE shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the implementation of flood protection and facilities hardening installations.
- b. Scheduling. The FDE, in conjunction with the County and/or designated representatives and PM-JV, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and/or designated representatives and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The FDE shall provide expert on-site start-up assistance. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the secondary flood protection. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the

participants (County and/or designated representatives, FDE and construction managers). This plan shall be reviewed with the County and/or designated representatives. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.

- e. Establish Process Parameters. The FDE shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the secondary flood protection.
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the FDE shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of equipment pertaining to secondary flood protection. The FDE shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.
- g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The FDE shall provide assistance to address problems encountered by the County and/or designated representatives during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- h. Process Optimization. The FDE shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

- a. The FDE, in conjunction with the County and/or designated representatives and PM-JV, shall assist in the coordination of manufacturer's training for all new components of the secondary flood protection systems. This training shall be geared toward the following areas:
 - i. Process theory/process control.
 - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
 - iii. Preventative/corrective maintenance.
 - iv. Safety.
 - v. "Hands-on" training.
- b. This training shall be coordinated with the County's and/or designated representatives' on-going training program. Any materials developed shall be turned over to the County and/or designated representatives for future use and reference.
- c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County and/or designated representatives as a result of process modifications during the one-year performance period, shall be provided by the FDE and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

- a. The FDE shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the FDE shall prepare an evaluation of the secondary flood protection for review and acceptance by the County and/or designated representatives, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

APPENDIX B PAYMENT SCHEDULE

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

Technical Design Report (Division A) lump sum fee: \$54,000

Detailed Design (Division B) & Construction Related Services (Division C, D & E) – The FDE shall be paid a fee equal to a percentage of the net total cost of construction exclusive of Extra Services and Reimbursable expenses to cover all costs associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Appendix A. The percentage of construction cost for the total project let will be determined by a straight line interpolation between the limits of construction as delineated as follows:

NET CONSTRUCTION COST	DESIGN FEE PERCENTAGE
\$12,000,000 and above	6.05 %
\$11,000,000	6.06 %
\$10,000,000	6.07 %
\$9,000,000	6.74 %
\$8,000,000	7.58 %
\$7,000,000	8.67 %
\$6,000,000	10.10 %
\$5,000,000 and Below	12.12 %

An initial estimated construction cost of **\$10,000,000** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

For the design and construction phases, including the construction administration phase (Division B, C, D & E), the FDE's fee shall be payable as follows:

Phase of Work	% of Fee
Detailed Design	45%
General Inspection Services	35%
Facility Operation and Maintenance Manual	10%
Facility Start-Up, Staffing and Training Services	10%

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

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

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

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

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

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

James R. Laurita (Name)

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

516-364-4140 (Telephone Number)

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

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

Citation issue for inadvertent failure to remit Unemployment Compensation for
Tax years 2011-2013. The employee reported to the NY office but worked on
NJ Projects. Company paid unremitted contributions (\$2,588) and the state
agreed to waive any penalties.

*All employees working on Nassau County projects are compliant.

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

Please see the answer to question #3.

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

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

July 12, 2016
Dated _____

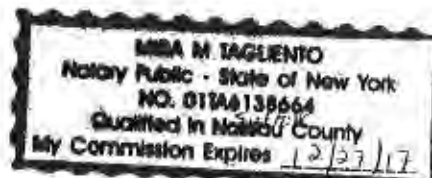

Signature of Vice President

Stephen Hadjiyane
Name of Vice President

Sworn to before me this

12 day of July, 2016


Notary Public



Appendix EEEqual Employment Opportunities For Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

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

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