

Certified: --

E-39-23

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE APRIL 12, 2023 9:14AM

NIFS ID: CLPW23000004

Capital:

Contract ID #: CQPW21000002

NIFS Entry Date: 02/09/2023

Slip Type: Amendment				
CRP:				
Time Extension:				
Addl. Funds: X				
Blanket Resolution:				
Revenue: Federal Aid: State Aid:				
Vendor Submitted an Unsolicited Solicitation:				

Department: Public Works

Service: Environmental On Call Design Services Amend No. 1

S37860-04F

Term: No change in term. Amendment is to increase the

funding cap.

Contract Delayed:

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Gannett Fleming Engineers and Architects, P.C.	ID#: 232935505
Main Address: 88 Froehlich Farm Blvd Woodbury, NY 11797	
Main Contact: Mira Tagliento	
Main Phone: (516) 730-3530	

Department:

Contact Name: Vincent Falkowski

Address: NCDPW 3340 Merrick Road Building R, 3rd Floor Wantagh, NY 11793

Phone: (516) 571-7515

Email:

LDionisio@nass aucountyny.gov, EKobel@nass aucountyny.gov, AHAMILTON@NASSAUCOUNTYNY.GOV, DPW contractadmin@nassaucountyny.gov, Adrian.hamilton@journer.gov.hamilton.gov.hamilton.g

acobs.com

Contract Summary

Purpose: This is an amendment for additional funds to the Environmental On Call Design Services agreement, to continue design services at the County's Environmental Facilities.

Method of Procurement: A Request for Proposals was issued on 2/28/20, advertised in Newsday, NYS Contract Reporter & eProcure. Five proposals were received.

Procurement History: The original agreement was procured by using a RFP issued on 2/28/2020. Proposals were received on

03/27/2020, and five firms were selected by the evaluation committee, which included Chris Vella (Construction Inspector II), Edward Visone (Ast Spt Sanitry Cstn), Karen Fay (Sanitary Engineer III), and Vinny Falkowski (Deputy Commissioner).

Description of General Provisions: General Provision are the same as the original agreement, i.e. The firm will provide professional engineering services for various projects pertaining to the County's environmental facilities. Services include assisting staff with wastewater treatment process difficulties, assist with specialized equipment, design services to correct system deficiencies, evaluating facilities and identifying necessary repairs, prepare technical design reports, conducting start-up services during construction, create schedules and timelines, among many other responsibilities.

Impact on Funding / Price Analysis: This amendment adds \$1,000,000.00, increasing the Maximum amount to \$2,000.000.00.

Change in Contract from Prior Procurement: This amendment is on the same terms as the original agreement. Cap increased by \$1,000,000.00

Recommendation: Approve as Submitted.

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
SSW	50	6000	DE	PWSSW6000	DE500	PWSSW6000 DE500	01	\$0.01
				•				
						TOTAL		\$0.01

Additional Info			
Blanket Encumbrance			
Transaction	107		
Renewal			
% Increase			
% Decrease			

Funding Source	Amount
Revenue Contract:	
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department							
NIFS Entry	Loretta Dionisio	02/14/2023 06:43AM	Approved				
NIFS Final Approval	Roseann D'Alleva	02/14/2023 07:47AM	Approved				
Final Approval	Roseann D'Alleva	02/14/2023 07:47AM	Approved				
County Attorney	County Attorney						
Approval as to Form	Richard Soleymanzadeh	02/15/2023 09:09AM	Approved				
RE & Insurance Verification	Andrew Amato	02/14/2023 09:05AM	Approved				
NIFS Approval	Mary Nori	02/16/2023 11:03AM	Approved				
Final Approval	Mary Nori	02/16/2023 11:03AM	Approved				
OMB							
NIFS Approval	Nadiya Gumieniak	02/14/2023 10:16AM	Approved				
NIFA Approval	Christopher Nolan	02/14/2023 05:58PM	Approved				
Final Approval	Christopher Nolan	02/14/2023 05:58PM	Approved				
Compliance & Vertical DCE							
Procurement Compliance Approval	Andrew Levey	02/16/2023 02:16PM	Approved				
DCE Compliance Approval	Robert Cleary	04/06/2023 04:05PM	Approved				
Vertical DCE Approval	Arthur Walsh	04/11/2023 04:54PM	Approved				
Final Approval	Arthur Walsh	04/11/2023 04:54PM	Approved				
Legislative Affairs Review							
Final Approval	Christopher Leimone	04/11/2023 05:10PM	Approved				
Legislature							
Final Approval			In Progress				
Comptroller							
Claims Approval			Pending				
Legal Approval			Pending				

Accounting / NIFS Approval	Pending
Deputy Approval	Pending
Final Approval	Pending
NIFA	
NIFA Approval	Pending

RULES RESOLUTION NO. – 2023

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 AND ARCHITECTS, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gannett Fleming Engineers and Architects, P.C., to provide on call design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. 1

THIS AMENDMENT (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) Gannett Fleming Engineers & Architects, PC, a consulting engineering firm having its principal office at 88 Froehlich farm Blvd., Suite 450, Woodbury, NY 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S37860-04F between the County and the Firm, executed on behalf of the County on December 17, 2021 (the "Original Agreement"), the Firm performs Design services for the County in connection with the Environmental Facilities On-Call Design Services, which services are more fully described in the Original Agreement;

WHEREAS, the term of the Agreement, was from December 17, 2021, through December 16, 2025, (the "Original Term"); and

WHEREAS, the County and the Firm desire to amend the Maximum Amount of the Original Agreement; and

WHEREAS, the County and the Firm desire to amend 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 the Amendment, the parties agree as follows:

- 1. <u>Amended Maximum Amount</u>. The Maximum Amount shall be increased by One Million Dollars and Zero Cents (\$1,000,000.00), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be Two Million Dollars and Zero Cents (\$2,000,000.00) (the "Amended Maximum Amount"). This amendment shall also increase to the maximum hourly rate, from \$175.00 to \$275.00.
 - 2. <u>Compliance with Law</u>. Section 7 of the Original Agreement is amended to include the following:
- (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, disclosure of information and vendor registration 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 with the County's

registration protocol. 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) 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.
- (c) <u>Disclosure of Conflicts of Interest</u>. 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.
- (d) <u>Vendor Code of Ethics</u>. 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. <u>Full Force and Effect</u>. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Gannett Fleming Engineers & Architects, PC
By:
Name: James R. Laurita
Title: Vice President
Date: 09/07/2022
COUNTY OF NASSAU
By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
COUNTY OF NASSAU) Middle Sex
On the 1 day of September in the year 2022 before me personally came James R. Lauriton 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 the <u>lice President</u> of <u>Gannell Fleming</u> E?A P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name
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 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is
a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name
thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

- 1. Vendor: Gannett Fleming Engineers and Architects, P.C.
- 2. Amount requiring NIFA approval: \$1,000,000.00

Amount to be encumbered: \$0.01

Slip Type: 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: to No change in term. Amendment is to increase the funding cap.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	Grant Fund (C	Grant Fund (GRT)	
Capital Improvement Fund		Other	X
(CAP)			
		SSW	
Federal %	0		
State %	О		
County %	0		
Other %	100		

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
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 an amendment for additional funds to the Environmental On Call Design Services agreement, to continue design services at the County's Environmental Facilities.

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

Nassau County Attorney as to form Yes

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:

C ID	D D .	A . A . A . A . B
Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

CNOLAN	02/14/2023	
Authenticated User	<u>Date</u>	

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 <u>Date</u>
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.

Elaine Phillips 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 and Architects, P.C.
CONTRACTOR ADDRESS: 88 Froehlich Farm Blvd, Suite 450, Woodbury NY, 11797
FEDERAL TAX ID #:
<u>Instructions:</u> 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]. 2 [state #] proposals were received and evaluated. The evaluation committee consisted of:
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
[describ 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.
\Box 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

☐ 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. Wendor 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



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 [X] If yes, to what campaign committee?		
Electronical	ly signed and certified at the date and time indica	ited by:	
James R. La	urita, PE [JLAURITA@GFNET.COM]		
Dated:	02/23/2023 01:02:19 pm	Vendor:	Gannett Fleming Engineers and Architects, P.C.
		Title:	President

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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).

02/23	/2023				
Proposer's	s Legal Name:Ganett	Fleming Engineers and Architects	, P.C.		
Address o	f Place of Business: 88 Froe	ehlich Farm Boulevard			
City:	Woodbury	State/Province/ Territory:	NY	Zip/Postal Code:	11797
Country:	US				
Address:	_100 Crossways Park Wes		,	= . /S	
City	Woodbury	State/Province Territory:	/ NY	Zip/Postal Code:	11797
City: Country:	US	remtory:	INY	code:	11/9/
Start Date	-			End Date:	
Address:	One Penn Plaza, Suite 63				
6:1	N. V. J	State/Province		Zip/Postal	10110
City: Country:	New York US	Territory:	NY	Code:	10119
Start Date				End Date:	
Address:	Two Penn Plaza, Suite 55	52 280 Sayanth Ayanya			
Auul Ess.	i wo reiiii riaza, sulle sa	State/Province	1	Zip/Postal	
City:	New York	Territory:	/ NY	Code:	10121
Country:	US				
Start Date				End Date:	

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City:		State/Province/ Territory:	Zip/Postal Code:
Country:		_	
Phone:		_	
Does the business own or re	ent its facilities? R	₹	If other, please provide details
Dun and Bradstreet numbe	r: <u>16-737-4706</u>		
Federal I.D. Number:	232935505		
The proposer is a: Other	er	(Describe)	Professional Corporation
Does this business share off	fice space, staff, or equip	oment expenses with an	y other business?
YES [X] NO [] If yes, please Gannett Fleming Engineers companies. 1 File(s) uploaded: Business	provide details: and Architects, P.C. shar History Form Attachme	res resources with other nt 2- Aii, Aiii.pdf	
YES [X] NO [] If yes, please Gannett Fleming Engineers companies.	provide details: and Architects, P.C. shar History Form Attachme one or more other busine	res resources with other nt 2- Aii, Aiii.pdf	
YES [X] NO [] If yes, please Gannett Fleming Engineers companies. 1 File(s) uploaded: Business Does this business control of YES [] NO [X] If yes, please	provide details: and Architects, P.C. shar History Form Attachme one or more other busine provide details:	res resources with other nt 2- Aii, Aiii.pdf esses?	y other business? affiliates within the Gannett Fleming fam r controlled by, any other business?
YES [X] NO [] If yes, please Gannett Fleming Engineers companies. 1 File(s) uploaded: Business Does this business control of YES [] NO [X] If yes, please Does this business have one YES [X] NO [] If yes, please	provide details: and Architects, P.C. shar History Form Attachme one or more other busine provide details: e or more affiliates, and/ provide details:	res resources with other nt 2- Aii, Aiii.pdf esses?	affiliates within the Gannett Fleming fam

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	Has the proposer, during the past seven years, been declared bankrupt? YES [] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets
	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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
١	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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	taken.
	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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES [] NO [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

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15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction
	imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

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

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

17 Conflict of Interest:

taken.

- 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 [X]

Is the proposer an individual?

YES [] NO [X] 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.

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	2 File(s) uploaded: Business History Form Attachment 2- Aii, Aiii.pdf, Business History Form Attachment 2- Aii, Aiii.pdf
iii)	Name, address and position of all officers and directors of the company. If none, explain.
	2 File(s) uploaded: Business History Form Attachment 2- Aii, Aiii (1).pdf, Business History Form Attachment 2- Aii, Aiii.pdf
iv)	State of incorporation (if applicable);
v)	The number of employees in the firm;
	2714
vi)	Annual revenue of firm;
	650339000
vii)	Summary of relevant accomplishments
	3 File(s) uploaded: S3P311-07C Quals.pdf, S3P311-11M –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
Indic	ate number of years in business.
106	de namber of years in business.
	ide any other information which would be appropriate and helpful in determining the Proposer's capacity and bility to perform these services.
	rding Question 17 A v.) above: Please note that Gannett Fleming Engineers and Architects, P.C. (GFEAPC) has 211
	loyees and Gannett Fleming Inc. (GFI) has 2,704 rding Question 17 A vi.) above: GFEAPC is rolled into GFI's financials. GFI's 2021 revenue was \$605,618,000.
Rega	rding Question 17 B) above: Gannett Fleming Engineers and Architects, P.C. is part of the Gannett Fleming
orga	nization which has been in continuous operations since 1915 performing the types of services offered to the County.
3 File	e(s) uploaded: S3P311-07C Quals.pdf, S3P311-11M –Quals.pdf, S3P311-11M –Quals.pdf

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В.

C.

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		

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١,	James R. Laurita, PE		, hereby acknowledge that a materially false statement
willf	ully or fraudulently made in connec	tion with this form may r	esult in rendering the submitting business entity and/or any
affili	ated entities non-responsible, and,	in addition, may subject	me to criminal charges.
l,	James R. Laurita, PE		, hereby certify that I have read and understand all the
item	ns contained in this form; that I supp	lied full and complete ar	swers to each item therein to the best of my knowledge,
info	rmation 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 suppl	ied by me is true to the I	pest of my knowledge, information and belief. I understand that
the	County will rely on the information s	supplied in this form as a	dditional inducement to enter into a contract with the
subi	mitting business entity.		
CER	TIFICATION		
	ATERIALIS FALCE CTATES AFAIT MAIL		VANABE IN COMMECTION WITH THIS OUTSTIONMAIDE MANY
			Y MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY
			RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE
RIDS	s, AND, IN ADDITION, MAY SUBJECT	THE PERSON MAKING TE	HE FALSE STATEMENT TO CRIMINAL CHARGES.
Nan	ne of submitting business:	Gannett Fleming Engine	ers and Architects, P.C.
	-		
Elec	tronically signed and certified at the	date and time indicated	by:
Jam	es R. Laurita, PE JLAURITA@GFNET.0	COM	
Prin	cipal		
Title	2		
02/2	23/2023		
Date	9		

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

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

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



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 Constru	uction 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 nonconforming work to NCDPW, the Program Manager and Design Engineer. Recommend corrective actions. Track all defective and nonconforming 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 Constr	uction Close-Out Servi	ces	
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

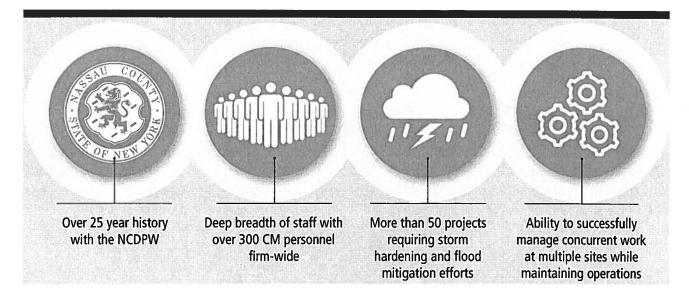


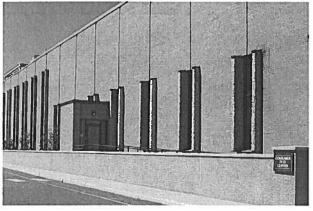
Experience/Qualifications of the Firm

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.







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.

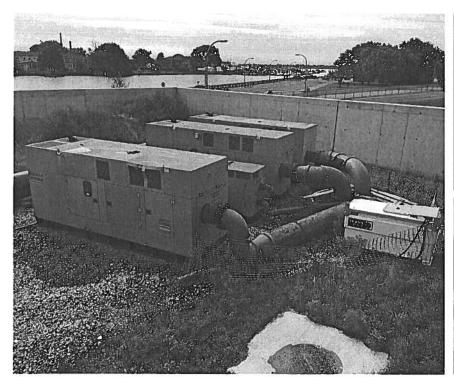
Project Profiles

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.

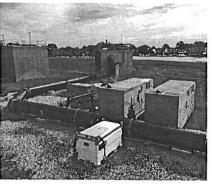
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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

EAST ROCKAWAY, NEW YORK







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.

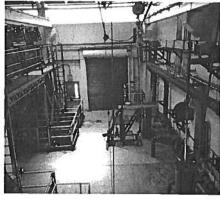
The north pump station includes three (3) 45 horsepower submersible pumps and 12" and 18" mechanical joint ductile iron piping. The south pump station includes four (4) 135 horsepower submersible pumps and 20" and 36" mechanical joint ductile iron pipe. A new MCC will be constructed to service each pump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

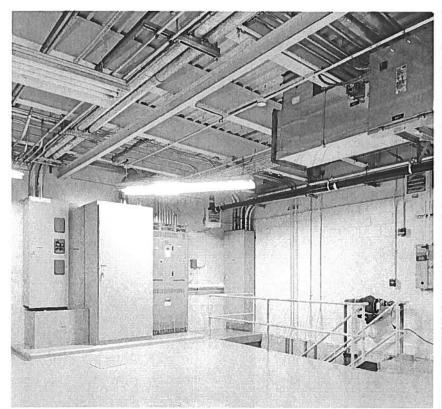
The screens were in a state of disrepair, and the issue of a bar screen breaking down while one is being replaced did occur. To mitigate this issue, spare parts for the existing bar screens were ordered ahead of time, and an allowance item was developed to repair the screens as needed on a time and material 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.

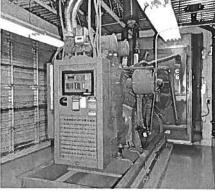
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

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

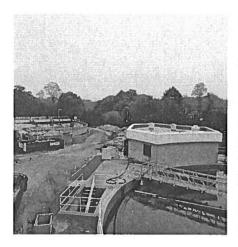
- Electrical distribution system for normal and standby power
- Electrical panelboards
- Fire alarm system
- Heating, ventilation and airconditioning (HVAC) systems and controls
- Doors and exterior brick facade repairs
- Roof system with safety railing
- Removal and disposal of asbestoscontaining material

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 airconditioning (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

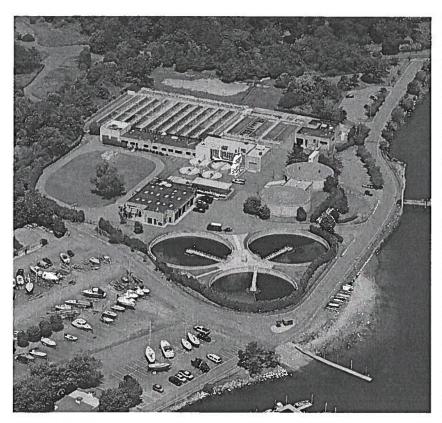
- Gannett Fleming's performance of construction management services were extremely beneficial for this project, having provided previous design services at the WWTP facility.
- Reduced learning curve at construction start
 - » Resident Engineer performed constructability review of all designs
- Reduced request-for-information submittals
- Resolved all issues, proactively, as items arose
- Maintained direct-line-ofcommunication 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

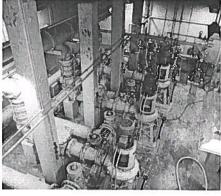
AWARDS

 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

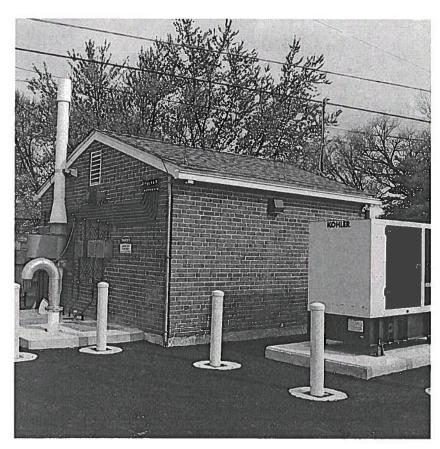
- Pumping capacity and operating conditions reviews to confirm pump sizing adequately meets current and future plant requirements
- Electrical/instrumentation designs to integrate new pump controls with the existing Invensys/Foxboro supervisory control and data acquisition (SCADA) system
- Maintenance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

SCOPE OF SERVICES

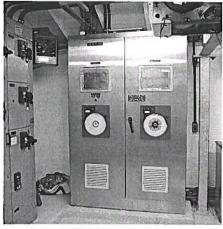
- New RAS, WAS, and FE pumps and motors
- New variable-frequency drives and pump control panels
- Motor control center and distribution panel replacement (to accommodate new pumps and controllers)
- New pump controls integrated with existing Invensys/Foxboro SCADA system
- New graphic displays incorporated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







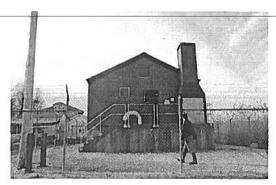
PROJECT DESCRIPTION

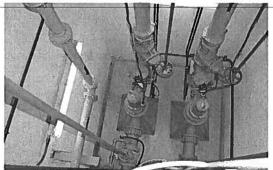
Gannett Fleming provided design and construction support of improvements to multiple pumping stations within the Baltimore County Department of Public Works system. These assignments required complete assessments of existing conditions and development of plans to provide reliable, energy efficient, and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

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.

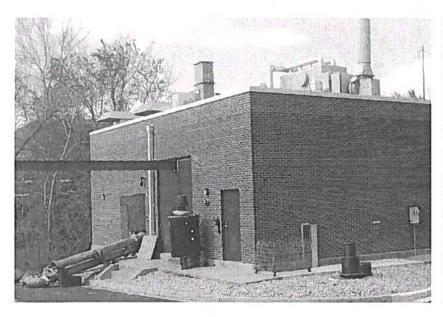
CATONSVILLE PUMP STATION

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

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, inground 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 firerated
 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

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

- » 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.

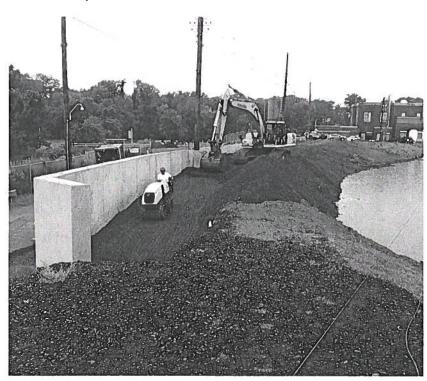
SCHEDULE

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 Gillepsie, (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-inplace 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 reinforcedconcrete pipe with polyethylene pipe. The culverts were designed to operate by gravity, during normal non-flood conditions.

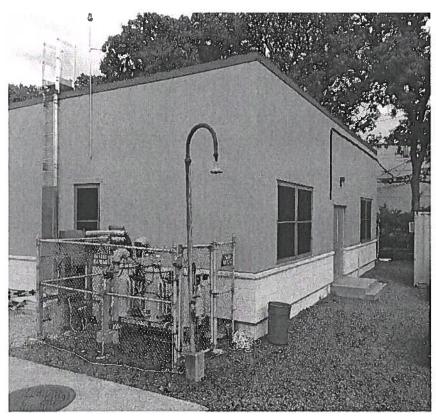
During flood conditions, the gravity system was isolated and pressurized as a force main by using temporary pumps to move the collected stormwater through the conveyance system. A discharge header system, at each location, allowed plant operators to mobilize and connect portable pumps quickly and safely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

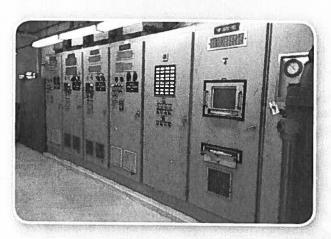
PROJECT	STORM HARDENING	FLOOD MITIGATION
NCPDW - Bay Park STP, Stormwater Pumping Stations - CM Services	√	✓
NCDPW - Bay Park STP - Grit Facility and Sludge Dewatering Building Improvements/ Flood Control	/	/
NCDPW - Pump Station Repair and Mitigation	✓	/
NCDPW - Cedar Point Lake Stormwater Pump Station 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	✓	V
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	✓	/

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	✓	/

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	√ 1	✓
Con Edison - Substations Storm Hardening Services for Fresh Kills, Gowanus, and Goethals Substations	/	/
NYCSCA - PS90 Edna Cohen School, Coney Island, NY	✓	✓

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	✓	✓

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



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

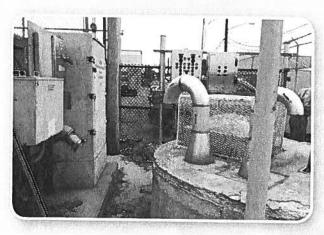
DWG NO.	TITLE
	Inwood Boulevard Pump Station
	Demolition
D-01	Building Demolition Plan
	Civil
C-01	Existing Site Plan
C-02	Site Work
C-03	Miscellaneous Details Sheet
	Architectural
A-01	Building Plan and Architectural Elevations
A-02	Building Sections
A-03	Wall Reinforcements Details
A-04	Miscellaneous 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

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

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.



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

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.

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

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 tearn 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.



- SECTION 3
- 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



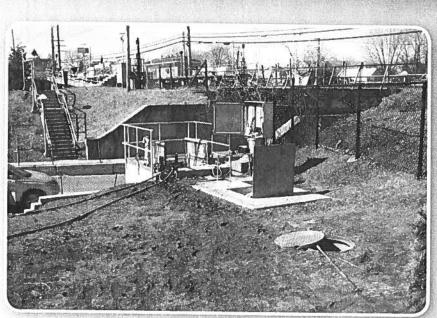
coordination and oversight for the removal of asbestos, lead-based paint, and mercury vapor-impacted buildings. In addition, our proposed Team includes staff with experience preparing reports with supporting documentation, site photographs, and conclusions/recommendations. With a thorough knowledge of 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

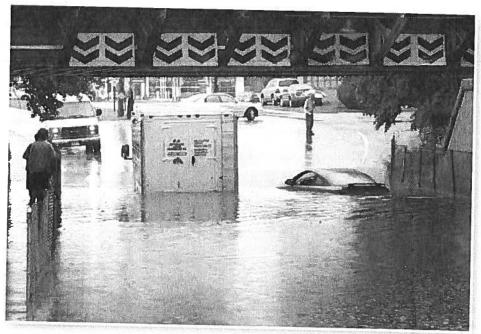
Gannett Fleming was retained by the Nassau County Department of Public Works (NYCDPW) to evaluate the roadway drainage, and flooding experienced at the railroad crossing on Nassau Boulevard in Garden City. This was a priority location because Nassau Boulevard is a main thoroughfare and the sensitivity 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



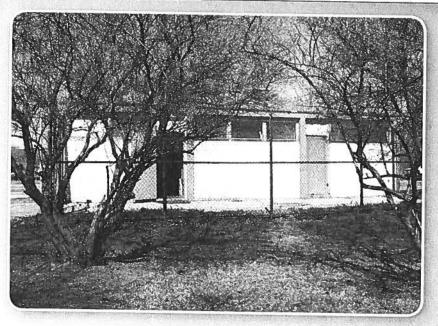


Flooding on Nassau Boulevard

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

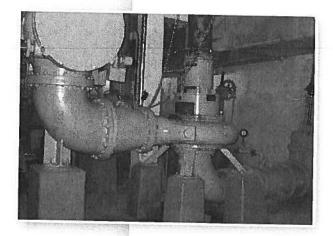
Gannett Fleming was retained by the Joint Venture of ARCADIS and Hazen and Sawyer to evaluate improvements to three NYCDEP pump stations on Staten Island. The pump stations involved were:

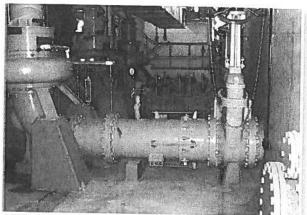
- South Beach
- Richmond Hill
- Eltingville

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

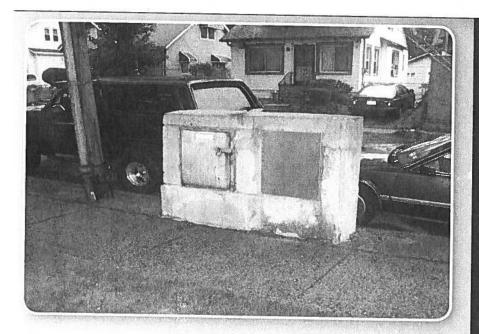
- Develop concept to replace vertical extended shaft pumps with dry-pit submersibles pumps
- Develop concept to minimize flooding and protect pump station operations
- Provided quality services on schedule and within budget

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 MaterialsInvestigation



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

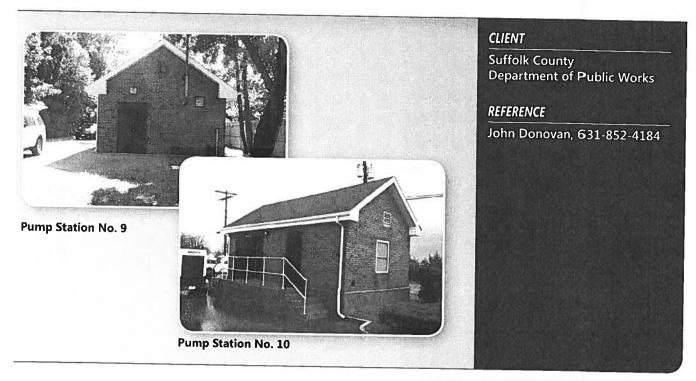
- Increase the pump efficiency/pump impeller selection
- Decrease the wet well operation levels
- Reduction of operating pressures/pressure losses in piping system/ force main
- Evaluation of the use of VFD's to improve pump efficiency

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



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

						SER	VICES PRO	VIDED			
			4	*					13		
FACILITY LOCATION	CARRCINE	Mago	LARIABLE LIMPS	FORCEMAN	Nan. Rus.	NEW OR'S	RIAN STAN	AIRC	CONSTRU	TERIAL SUR	Moous
NEW YORK	18631										
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	•	•	•	



Table 1: Wastewater Pumping Station Representative Project Experience

						SER	VICES PR	OVIDED			
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FACILITY LOCATION	CAPACIA	Medical	UMPS UMPS	FORCEMAN	nan, Ru	ILIN OR	RELIAND TO SECULDARY	ALIAC .	CONSTR	ATEMIAIS SUIT	TARDOUS .
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	The state of the s	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								W TOTAL			
Belle Haven Pump Station (Town of Greenwich)	СТ	10	3		24		Rehab	•	•	•	



Table 1: Wastewater Pumping Station Representative Project Experience

	CARAC		LARIB	FORCE		1	VICES PRO		CON	ALER .	
FACILITY LOCATION	CARACITY	MCD	NAMIABLE.	FORCEMA	Nan Rut	NEW OR.	REHAL PLAN	MINE	CONSTRU	AREAIALS SUR	ARDOUS.
NEW JERSEY											
Cape May Courthouse (Cape May County Municipal Utilities Authority)	ИJ	1.4	2		14	•	New		•	•	族。祖 元 举
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)	ľИ	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)	ИJ	0.6	2		6	•	New	•	•	•	
Avalon Manor Pump Station (Cape May County Municipal Utilities Authority)	ИJ	0.3	2		6	•	New		•	•	
Stone Harbor Manor Pump Station (Cape May County Municipal Utilities Authority)	ΝJ	0.3	2		6	•	New	•	•	•	
PENNSYLVANIA											11083
Gas House Pump Station (Greater Hazleton Joint Sewer Authority)	PA	7.6	4	•	24	•	Rehab		•	•	



Table 1: Wastewater Pumping Station Representative Project Experience

						s	ERVICES P	ROVIDED	Production a		
FACILITY LOCATION	CAPAC	TH (MCD)	JARIAR PUMPS	FORCEM	ARCH	REN	OR REHAR	AMAING	OKSIGN.	MATERIALS	HATARDOUS
Main, Selinsgrove	F STA	\ 9	1 2	1 8	\ 5	72	78	1 %	\ E	1 %	156
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

						SER	VICES PR	OVIDED			
	CARACIAC		UNPS LINDS	FORCE MAIL	RUX	NEWORK	120	AMAG	CONSTRU	AKAIAIS SUR	
FACILITY LOCATION	/,	MGO	UMPS SIE	OKEO ?	The state of the s	TARL T	ELE S	THE S	ESTEN TO	(10 / 12	Roof
High Meadow Pump Station (Derry Township Municipal Authority)	PA	1.1	2		12	•	New		•	•	120
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	•	•	•	

Table 1: Wastewater Pumping Station Representative Project Experience

			*			SER	VICES PR				
	CAPACIA	Mago	JARIARILE SUMPS	FORCEMA	2	15			CONSTR	ALEAINIS SUIT	
FACILITY LOCATION		MGD	OUMRS	SAFE	na	THAR.	REAL CO.	ANING O	CHER TA	is so	TARBOUS.
Shawnee Avenue Pump Station (Sewer Authority of the City of Scranton)	PA	0.2	2		4	•	New		•	7	28
PS 2 (Borough of Palymra)	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		•	i i	
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

						SER	VICES PRO	VIDED			
FACILITY LOCATION	CARACITY	Nes 20	LARIABLE S.	FORCE MAIN	Ruth	NEWORK			ONSTAU STAN	HRIALS SUR	ARDO
WASHINGTON D.C.			· ·	.0			4	<u>ে</u> ১	(% \	1/2/	K. C.
East Side PS (District of Columbia Department of Public Works)	DC	30	3	•	48		New	•		•	
MARYLAND									N. P. S.		
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						A Maria					
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

						SER	VICES PRO	VIDED			
	CARAC		LARIAR	FORCEMAN		NEW			CONS	TRAIN SOLIN	
FACILITY LOCATION	CAPACIA	MCO) 8	VARIAGIE'S	SEED WALE	TIN. THE	AKWOR!	ACHAR OF A	AING C	CONSTRU	Jos Silver	PAROUS.
NEW YORK											120
Jamaica WWTP Influent Pump Station (New York City, Dept. of Environmental Protection)	NY	214	5	•	72		New		•	•	
CONNECTICUT				3 In							
Grass Island WWTP Influent Pump Station (Town of Greenwich)	СТ	31	4	•		•	Rehab		•		
Grass Island WWTP Final Effluent Pump Station (Town of Greenwich)	СТ	31	4	•	48		New	•	•	•	
PENNSYLVANIA		The same									
Carlisie WWTP Influent Pump Station (Carlisle Borough and Authority)	PA	20.5	4	•	30	•	New		•	•	
Wilson Road I nfluent Pump Station Tredyffrin Township Municipal Authority)	PA	16.3	3	•	30	•	New		•	•	
fanover WWTP anfluent Pump Station Hanover, Borough of)	PA	15	4	•		•	New		•	•	
dazleton WWTP Primary Pump Station Greater Hazleton oint Sewer Authority)	PA	25	4	•	30	•	Rehav		•	•	
Perry Township WPCF Influent Pump Station Derry Township Municipal Authority)	PA	14.1	4	•	30		New		•	•	
iettysburg WWTP nfluent Pump Station Gettysburg Municipal Authority)	PA	9	3	•	16	•	New	•	•	•	



Table 2: Wastewater Facilities Representative Pumping Station Project Experience

						SER	VICES PR	DVIDED			
FACILITY LOCATION	CAPACITY		JARIARIE.	FORCE MAN	ALL PLAN	NEW OR		Anne	CONSTR	ALEAIN SUL	TARDOUS .
PACILITY EOCATION		Tagy \	OUMPS SEE	SEE !	THE THE	TARL	CHAR!	Alac \	Ester Sta	Clar /	a tools
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	hem	•		
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		•		
deadworks Building No. 1 Bradford Sanitary Authority)	PA	15	3	•	20		Rehab		•		
deadworks Building No. 2 Bradford Sanitary Authority)	PA	10	3	•	20		New		•		
cranton WWTP Influent Pump Station Sewer Authority of the ity of Scranton)	PA	62.7	4	•	60		New		•	•	l Best
MARYLAND											
ack 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 VIRGINIA	CARACITACO	MGD TO	MARIABLES.	FORCEMAIN	REAL	1E	ICES PRO		MARCONSTRUC	TEATH SOURCE	Moous
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) FLORIDA	IL	60	3	•			Rehab		•	•	
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	√	√
IYCT Feasibility Studies & Design for Near & Long Term Flood Mitigation / Resiliency & Technical onstruction Supports for Fan Plants, Emergency Exits, & Vents at 14 Critical Locations - Manhattan, lueens, and Brooklyn, NY	√	√



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	✓	✓
IJDOT Evaluate data products and management processes that are associated with the bathymetric survey or the location of debris and shoaling that may have accumulated in the New Jersey channels as a result of he events related to Super Storm Sandy	✓	√
IJTA: On-Call A/E Contract - NJ Turnpíke NB MP 102.1 Shoulder Washout Damage Emergency Repairs	√	√
JTA: On-Call A/E Contract- GSP Driscoll Bridge Navigation Channel Fender System Repairs	√	✓
ewistown Wastewater Treatment Plant Upgrades, Lewistown, PA	✓	✓
anville Wastewater Treatment Plant Upgrades, Danville, PA	✓	✓

Business History Form Attachment 1

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

THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

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

GANNETT FLEMING ENGINEERS AND ARCHITECTS PC ATTN:JEFFREY D BRYSON 207 SENATE AVENUE CAMP HILL, PA 17011-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2021 TO 12/31/2023.

CERTIFICATE NUMBER 0018318 BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION

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

Home addres	_	State/Province/		Zip/Postal
City:		Territory:		Code:
Country:				
Business Ado	dress: 207 Sei	nate Avenue		
		State/Province/		Zip/Postal
City:	Camp Hill	Territory:	PA	Code: 1701:
Country	US			
Telephone:	7177628150			
Other preser	nt address(es): N/A			
Other preser	it address(es). N/A	State/Province/		Zip/Postal
City:	N/A	Territory:		Code:
Country:		<i>,</i>		
Telephone:	N/A			
Positions hel	d in submitting business	s and starting date of each (check all a	pplicable)	
	d in submitting business		pplicable)	
Positions hel President Chairman of		Treasurer		
President	Board	Treasurer Shareholder		/2014
President Chairman of	Board	Treasurer		/2014
President Chairman of Chief Exec. C	Board Officeral Officer	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi	Board Officeral Officer	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other)	Board Officeral Officer	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type	Board Officer ral Officer	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type Description	Board Officer al Officer nt Other	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type Description	Board Officer al Officer other Director	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type Description Start Date	Board Officer al Officer oft Other Director 01/03/2014	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type Description Start Date Type	Board Officer al Officer oft Other Director 01/03/2014 Other	Treasurer Shareholder Secretary		/2014
President Chairman of Chief Exec. C Chief Financi Vice Presider (Other) Type Description Start Date Type Description	Board Officer al Officer oft Other Director 01/03/2014	Treasurer Shareholder Secretary		/2014

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3.		ou have an equity interest in the business submitting the questionnaire? [] NO [X] If Yes, provide details.
4.	mad	there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution e in whole or in part between you and the business submitting the questionnaire? [] NO [X] If Yes, provide details.
5.	than	nin the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire? [X] NO [] If Yes, provide details.
		se see Attachment 1.
	1 Fil	e(s) uploaded: Attachment 1.pdf
6.	whil	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer? [X] NO [] If Yes, provide details.
		se see Attachment 2.
	1 Fil	e(s) uploaded: Attachment 2.pdf
any a	ction to	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of aken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, he appropriate page and attach it to the questionnaire.
7.		ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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beer busi YES	ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". need more space, photocopy the appropriate page and attached it to the questionnaire.)
a.	Is there any felony charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
ubjec nvesti it, for, 'ES []	ition to the information provided in response to the previous questions, in the past 5 years, have you been the t of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performe or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [] NO [X] If yes, provide 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

 YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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I, Glen L. Hair , 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 , 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 GHAIR@GFNET.COM
Senior Vice President and Secretary
Title
02/23/2023 01:52:32 pm

Date

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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

Home addre		State/Province/		Zip/Postal	
City:		Territory:		Code:	
Country:					
Business Ad	ldress: 730 Holiday	Drive			
		State/Province/		Zip/Postal	
City:	Pittsburgh	Territory:	PA	Code:152	20
Country	US				
Telephone:	4129225575				
Other prese	ent address(es): N/A				
•		State/Province/		Zip/Postal	
City:	_N/A	Territory:		Code:	
Country:					
Telephone:	N/A				
	r addresses and telephone nun		olicable)		
Positions he		starting date of each (check all app	olicable)		
Positions he	eld in submitting business and s	starting date of each (check all app		14	
Positions he President Chairman o	eld in submitting business and s	starting date of each (check all app Treasurer Shareholder	olicable) 01/03/20	14	
President Chairman o Chief Exec.	eld in submitting business and s f Board Officer	starting date of each (check all app Treasurer Shareholder Secretary		14	
President Chairman o Chief Exec.	eld in submitting business and s f Board Officer cial Officer	starting date of each (check all app Treasurer Shareholder		14	
President Chairman o Chief Exec.	eld in submitting business and s f Board Officer cial Officer	starting date of each (check all app Treasurer Shareholder Secretary		14	
President Chairman o Chief Exec. Chief Financ Vice Preside (Other)	eld in submitting business and s f Board Officer cial Officer	starting date of each (check all app Treasurer Shareholder Secretary		14	
President Chairman o Chief Exec. Chief Financ Vice Preside	f Board Officer cial Officer ent	starting date of each (check all app Treasurer Shareholder Secretary		114	
President Chairman o Chief Exec. Chief Financ Vice Preside (Other)	eld in submitting business and submitting business and submitting business and submitting business and submitted b	starting date of each (check all app Treasurer Shareholder Secretary		14	
Positions he President Chairman o Chief Exec. Chief Finand Vice Preside (Other) Type Description	f Board Officer ent Other Senior Vice President	starting date of each (check all app Treasurer Shareholder Secretary		114	
President Chairman o Chief Exec. Chief Financ Vice Preside (Other) Type Description Start Date	f Board Officer cial Officer ent Other Senior Vice President 11/02/2012	starting date of each (check all app Treasurer Shareholder Secretary		14	
Positions he President Chairman o Chief Exec. Chief Finand Vice Preside (Other) Type Description	f Board Officer ent Other Senior Vice President	starting date of each (check all app Treasurer Shareholder Secretary		14	

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3. Do you have an equity interest in the business submitting the questionnaire? YES [X] 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 [X] 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 [X] NO [] If Yes, provide details.

Please see Attachment 1.

1 File(s) uploaded: Kovacs - Att 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 [X] NO [] If Yes, provide details.

Please see Attachment 2.

1 File(s) uploaded: Kovacs - Att 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
subje beer busir YES [e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [1] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". Indeed more space, photocopy the appropriate page and attached it to the questionnaire.)
a.	Is there any felony charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
subject nvestig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the t of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

 YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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I, John W. Kovacs, PE, PMP, DGE	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may re	esult in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, in addition, may subject r	ne 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 an	swers to each item therein to the best of my knowledge,
information and belief; that I will notify the County in writing of a	ny change in circumstances occurring after the submission of
this form; and that all information supplied by me is true to the b	est of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as a	ditional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY	•
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT F	RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING TH	E 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	
02/23/2023 01:54:35 pm	

Date

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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.	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
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming Canada ULC	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

Date of bir Home add	th:	s R. Laurita, PE				
City: Country:			State/Province/ Territory:		Zip/Postal Code:	
Business A	ddr <u>ess:</u>	1 Penn Plaza, Suit	e 630, 250 West 34th Stree	et		
			State/Province/		Zip/Postal	
City:	New York		Territory:	NY	Code:	10119
Country	US					
Telephone	: 21296798	33				
Other pres	ent address(es): N/A				
•			State/Province/		Zip/Postal	_
City:	N/A		Territory:		Code:	
City.						
Country:						
Country: Telephone		d telephone numbers	sattached			
Country: Telephone List of other	er addresses an	d telephone numbers	attached ng date of each (check all a	pplicable)		
Country: Telephone List of other	er addresses an	ng business and starti		pplicable)		
Country: Telephone List of othe Positions h	er addresses an	·	ng date of each (check all a		2009	
Country: Telephone List of other Positions h	er addresses an neld in submitti	ng business and starti _12/31/2009	ng date of each (check all a Treasurer		2009	
Country: Telephone List of othe Positions h President Chairman	er addresses an neld in submitti	ng business and starti _12/31/2009	ng date of each (check all a Treasurer Shareholder		2009	
Country: Telephone List of othe Positions h President Chairman	er addresses an neld in submitti of Board . Officer ncial Officer	ng business and starti _12/31/2009	ng date of each (check all a Treasurer Shareholder Secretary		2009	
Country: Telephone List of other Positions h President Chairman Chief Exec Chief Finan	er addresses an neld in submitti of Board . Officer ncial Officer	ng business and starti _12/31/2009	ng date of each (check all a Treasurer Shareholder Secretary		2009	
Country: Telephone List of other Positions h President Chairman Chief Exec Chief Finan Vice President	er addresses an neld in submitti of Board . Officer ncial Officer	ng business and starti _12/31/2009	ng date of each (check all a Treasurer Shareholder Secretary		2009	
Country: Telephone List of other Positions h President Chairman Chief Exec Chief Finan Vice Presid (Other)	er addresses an neld in submittinof Board Officer neial Officer lent	ng business and starti _12/31/2009	ng date of each (check all a Treasurer Shareholder Secretary		2009	

Do you have an equity interest in the business submitting the questionnaire? YES [X] NO [] If Yes, provide details.

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	I own 34% of Gannett Fleming Engineers and Architects, P.C.
l.	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 [X] 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.
i.	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 [X] NO [] If Yes, provide details.
	Please see Attachment 1.
	1 File(s) uploaded: Attachment 1.pdf
i.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES [X] NO [] If Yes, provide details.
	Please see Attachment 2.
	1 File(s) uploaded: Attachment 2.pdf
any ad	An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of a ction taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, copy the appropriate page and attach it to the questionnaire.
7.	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
	a. Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide 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

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

YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

cause?

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
 YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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8.	subj beei busi YES	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
10	subjection investion at, for	ition to the information provided in response to the previous questions, in the past 5 years, have you been the st of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
11	Questi investi you w	ition to the information provided, in the past 5 years has any business or organization listed in response to ion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of igation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
 - YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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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
Principal Title
02/23/2023 01:29:12 pm

Date

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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

Home addre): 		
nome addre	555.	State/Province/	Zip/Postal
City:		Territory:	Code:
Country:			
Business Ad	dress: 2500 Corp	orate Exchange Drive, Suite 230	
		State/Province/	Zip/Postal
City:	Columbus	Territory:OH	Code:43232
Country	US		
Telephone:	6147949424		
Other prese	nt address(es): N/A		
		State/Province/	Zip/Postal
City:	N/A	Territory:	Code:
Country:			
Telephone:	N/A		
1151 01 0111101	addicases and telephone in	arribers attached	
List of other Positions he	ld in submitting business and	d starting date of each (check all applicable	e)
	ld in submitting business and		
Positions he			e) /01/2015
Positions he	Board	Treasurer 01 Shareholder	
Positions he President Chairman of	Board	Treasurer01	
Positions he President Chairman of Chief Exec. (Board Officer	Treasurer 01 Shareholder Secretary Partner	
President Chairman of Chief Exec. (Chief Finance	Board Officer	Treasurer 01 Shareholder Secretary Partner	
President Chairman of Chief Exec. (Chief Finance Vice Preside (Other)	Board Officer	Treasurer 01 Shareholder Secretary Partner	
President Chairman of Chief Exec. (Chief Finance Vice Preside	Board Officer ial Officer nt 11/24/2015	Treasurer 01 Shareholder Secretary Partner	

3. Do you have an equity interest in the business submitting the questionnaire? YES [] NO [X] If Yes, provide details.

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4.	mad	there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution e in whole or in part between you and the business submitting the questionnaire? [] NO [X] If Yes, provide details.
5.	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire? [X] NO [] If Yes, provide details.
	Pleas	se see Attachment 1.
	1 File	e(s) uploaded: Rikk - Att 1.pdf
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years by you were a principal owner or officer? [X] NO [] If Yes, provide details.
		se see Attachment 2.
	1 File	e(s) uploaded: Rikk - Att 2.pdf
any ac	tion ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of aken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?
		YES [] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.		any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the
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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 [X] 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.) Is there any felony charge pending against you? a. YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken. b. Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken. Is there any administrative charge pending against you? c. YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken. 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?

9.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any

YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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- sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES [] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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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 a	
information and belief; that I will notify the County in writing of	
	best of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as a	idditional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTL	V MADE IN CONNECTION WITH THIS OLIESTIONNAIDE MAY
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT	·
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING TI	
Gannett Fleming Engineers and Architects, P. C.	
Name of submitting business	
Electronically signed and certified at the date and time indicated	I by:
Joseph Rikk, Jr., PE JRIKK@GFNET.COM	
Vice President and Treasurer	
Title	
02/22/2022 04.56.26 pm	
02/23/2023 01:56:26 pm	
Date	

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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

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

Home addre	SS:				
		State/Province/		Zip/Postal	
City: Country:		Territory:		Code:	
Business Add	dr <u>ess: 1 Penn</u>	Plaza, Suite 630, 250 West 34th Street			
		State/Province/		Zip/Postal	
City:	New York	Territory:	NY	Code:	_10119
Country	US				
Telephone:	2129679833				
Other preser	nt address(es): N/A				
•		State/Province/		Zip/Postal	_
City:	N/A	Territory:		Code:	
Country:					
Telephone:	N/A				
List of other	addresses and telephone	e numbers attached			
	·	e numbers attached and starting date of each (check all applie	cable)		
Positions hel	·	and starting date of each (check all applic	cable)		
Positions hel	ld in submitting business	and starting date of each (check all applice) Treasurer			
Positions hell President Chairman of	ld in submitting business Board	and starting date of each (check all applic Treasurer Shareholder	cable) 		
Positions hell President Chairman of Chief Exec. C	ld in submitting business Board Officer	and starting date of each (check all applic Treasurer Shareholder Secretary			
President Chairman of Chief Exec. C	Id in submitting business Board Officer ial Officer	and starting date of each (check all applications) Treasurer Shareholder Secretary Partner			
President Chairman of Chief Exec. C Chief Financ Vice Preside	Id in submitting business Board Officer ial Officer	and starting date of each (check all applications) Treasurer Shareholder Secretary Partner			
President Chairman of Chief Exec. C	Id in submitting business Board Officer ial Officer	and starting date of each (check all applications) Treasurer Shareholder Secretary Partner			
President Chairman of Chief Exec. C Chief Financ Vice Preside (Other)	Id in submitting business Board Officer ial Officer nt Other	and starting date of each (check all applications) Treasurer Shareholder Secretary Partner			
President Chairman of Chief Exec. C Chief Financ Vice Presider (Other)	Board Officer ial Officer nt O9/18/2	and starting date of each (check all applications) Treasurer Shareholder Secretary Partner			

3. Do you have an equity interest in the business submitting the questionnaire? YES [X] NO [] If Yes, provide details.

Page **1** of **5** Rev. 3-2016

	Lowi	n 33% of Gannett Fleming Engineers and Architects, PC and 35% of Gannett Fleming Architects, Inc.
4.	mad	there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution e in whole or in part between you and the business submitting the questionnaire? [X] NO [] If Yes, provide details.
	1	amount of \$33.00 represents monies advanced to Giuseppe Tulumello, AIA to obtain the 33 shares of stock of nett Fleming Engineers and Architects, P.C.
5.	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire? [X] NO [] If Yes, provide details.
		se see Attachment 1.
	1 File	e(s) uploaded: Tulumello - Att 1.pdf
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years by you were a principal owner or officer? [X] NO [] If Yes, provide details.
		se see Attachment 2.
	1 File	e(s) uploaded: Tulumello - Att 2.pdf
any a	ction ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of sken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

Been suspended by any government agency from entering into any contract with it; and/or is any action pending

d.

8.	subj beei busi YES	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Is there any administrative charge pending against you? YES [] NO [X] 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? YES [] NO [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
10	subjections investion at, for	ition to the information provided in response to the previous questions, in the past 5 years, have you been the st of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or igative agency and/or the subject of an investigation where such investigation was related to activities performed, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
11	Questi investi you w	ition to the information provided, in the past 5 years has any business or organization listed in response to ion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of igation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

Page **3** of **5** Rev. 3-2016

- 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
- For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
 - YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

Page **4** of **5** Rev. 3-2016

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 ar	,
information and belief; that I will notify the County in writing of	, -
this form; and that all information supplied by me is true to the	,
the County will rely on the information supplied in this form as a	dditional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTL	Y MADE IN CONNECTION WITH THIS OLIESTIONNAIRE MAY
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT	·
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING TH	HE 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:
Giuseppe Tulumello JTULUMELLO@GFNET.COM	
Carrier Was Dussident	
Senior Vice President	
Title	
02/23/2023 01:58:00 pm	
Date	
- 	

Page **5** of **5** Rev. 3-2016

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
Tulumello, Giuseppe	Gannett Fleming Architects Canada, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects Canada, Inc.	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.

COUNTY OF NASSAU

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

State/Province/Territory:

Gannett Fleming Engineers and Architects, P.C.

NY

Zip/Postal Code:

11797

1. Name of the Entity:

Woodbury

88 Froehlich Farm Boulevard, Suite 450

Address:

Page 1 of 3

City:

			•	
Country: US				
2. Entity's Vendor Ide	entification Number:	232935505		
3. Type of Business:	Other		(specify)	Professional Corporation
partners and limited		officers, all parties o	•	n the Board of Directors or comparable body, all ures, and all members and officers of limited
1 File(s) uploaded: G	annett Fleming Engineer	rs and Architects Off	ficers and Di	rectors.pdf
				e firm. If the shareholder is not an individual, list n, include a copy of the 10K in lieu of completing
•	e Penn Plaza, Suite 630, :	250 West 34th Stree	et, New York	ς, NY 10119
	er Plaza III, Suite 200, 60			
Giuseppe Tulumello,	One Penn Plaza, Suite 6	30, 250 West 34th 5	Street, New `	York, NY 10119
a separate disclosure	e form for each affiliated odated to include affiliat	or subsidiary comp	any that ma	entered on line 1. above (if none, enter "None"). Attac by take part in the performance of this contract. Such previously disclosed that participate in the
Fleming Architects, I	ineers and Architects, P.	g Engineers, P.C.		
take part in performa	, Gannett Fleming Archit ance of this contract.	iecis, mc., and Ganr	ieu rieming	Engineers, P.C. will not
•			-	.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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 [X]
	(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):
	ON: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the irpose of executing Contracts.
	ed affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her he and accurate.
Electronically	signed and certified at the date and time indicated by:
•	ta, PE [JLAURITA@GFNET.COM]
Dated:	02/23/2023 01:31:10 pm

Title:

Principal

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

Gannett Fleming Engineers and Architects, P.C. Officers and Directors (Last Updated 2/17/2022)

Laurita, James R. ChairmanLaurita, James. R President

• Hair, Glen. L. Senior Vice President

• Hair, Glen L. Secretary

Kovacs, John W.
 Tulumello, Giuseppe
 Tulumello, Giuseppe
 Rikk, Joseph, Jr.
 Senior Vice President
 Assistant Treasurer
 Vice President

• Rikk, Joseph, Jr. Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2023

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)

ting definitions does not define the tile definitions holder in hed of such chaofsement(s).				
PRODUCER		CONTACT Fir Le		
Gunn-Mowery P.O. Box 900		PHONE (A/C, No, Ext): 717-761-4600, Ext. 3715	FAX (A/C, No): 717-76	1-6159
Camp Hill PA 17001-0900		E-MAIL ADDRESS: Fle@GunnMowery.com		
•		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: PA Manufacturers Indemnity Co.		41424
INSURED	6895	INSURER B: PA Manufacturers' Assoc Ins Co.		12262
Gannett Fleming Engineers & A 88 Froehlich Farm Boulevard Suite 450	Architects, PC	INSURER C:		
		INSURER D:		
Woodbury NY 11797-2012		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 704357781	REVISION NUI	MBER:	
THIS IS TO CEPTIEV THAT THE POLICIES OF INCHPANCE LISTED BELOW HAVE BEEN ISSUED TO THE INCHIDED NAMED ABOVE FOR THE POLICY DEPLOD				

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.

NSR LTR	SR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Υ	Y	3023012907384A	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
4	AUTOMOBILE LIABILITY	Υ	Υ	1523012907384	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	2023012907384A	2/1/2023	2/1/2024	X PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE N		N/A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)		, A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
			Υ					

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.
070810 Professional Engineering Services Environmental Facilities On-Call Design, Agreement No. S37860-04F. The following are considered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: Nassau County.

CERTIFICATE HOLDER	CANCELLATION 90
COUNTY OF NASSAU ONE WEST STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MINEOLA NY 11501	Junic E. Balton



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY) 05/26/2022

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 PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Continental Casualty Company 20443 INSURER B: Lexington Insurance Company 19437 GANNETT FLEMING ENGINEERS & ARCHITECTS. P.C. 1361922 88 FROEHLICH FARM BOULEVARD, SUITE 450 INSURER C WOODBURY NY 11797 INSURER D : INSURER E INSURER F **COVERAGES** CERTIFICATE NUMBER: 17162573 REVISION NUMBER: XXXXXX 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.

R ADDL SUBR POLICY EFF POLICY EXP
INSD WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS NOT APPLICABLE COMMERCIAL GENERAL LIABILITY \$ XXXXXXX EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ XXXXXXX \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO-JECT POLICY \$ XXXXXXXX PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ XXXXXXX NOT APPLICABLE (Ea accident) \$ XXXXXXX ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED \$ XXXXXXX BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ XXXXXXX AUTOS ONLY AUTOS ONLY \$ **UMBRELLA LIAB** EACH OCCURRENCE \$ XXXXXXX OCCUR **NOT APPLICABLE** CLAIMS-MADE **EXCESS LIAB** AGGREGATE \$ XXXXXXX DED RETENTION \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 070810 Professional Engineering Services Environmental Facilities On-Call Design, Agreement No. S37860-04.

31565612.

NOT APPLICABLE

AEH 591957881.

CERTIFICATE HOLDER	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.
17162573 COUNTY OF NASSAU ONE WEST STREET MINEOLA NY 11501	AUTHORIZED REPRESENTATIVE

CANCELLATION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

PROFESSIONAL

CERTIFICATE UOI DER

LIABILITY

В

Y / N

N/A

 $N \mid N$

PER STATUTE

E.L. EACH ACCIDENT

06/01/2022 06/01/2023 06/01/2022 06/01/2023

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

\$ XXXXXXX

\$ XXXXXXX

\$ XXXXXXX

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of County Executive

Edward W. Powers, Deputy County Executive

FROM:

Department of Public Works

DATE:

September 27, 2022

SUBJECT:

Environmental Facilities-On Call Design Services

Recommendation to Amend Professional Services Agreement

Gannett Fleming Engineers & Architects, PC

Agreement No.: S37860-04F

Encumbrance No.: CQPW21000002

This Department is requesting approval to amend the existing personal services agreement S37860-04F with the Engineering firm, Gannett Fleming Engineers & Architects, PC, 1,000,000.00. This amendment is necessary for the continuation of Design services for various Environmental Facilities projects. The subject agreement cost ceiling was originally set at \$1,000,000.00. The amended cost ceiling will be increased to \$2,000,000.00. The cost ceiling for all other agreements in the program, will be increased as well, to make the Environmental Facilities On Call Design Services process more equitable.

The Environmental facilities On Call Design services are critical in resolving many of the County's emergencies in a timely manner. Due to the success of the program, funds will be exhausted for several of the firms, with the issuance of upcoming task orders. To avoid delays in resolving the current issues and to prevent further decay of the County's critical infrastructure, the department is recommending a funding increase across the program.

In accordance with the applicable terms and conditions of the agreement, this Department desires to increase the cost ceiling by \$1,000,000.00. Thus amendment No. 1 will raise the contract maximum amount to \$2,000,000.00 in keeping with all of the other agreements under the Facilities On Call Design Services.

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

Commissioner

KGA:VF:rp

Vincent Falkowski, Deputy Commissioner

Loretta Dionisio, Assistant to Deputy Commissioner

Graham Sharkey, Jacobs Adrian Hamilton, Jacobs

DISAPPROVED:

Edward W. Powers

Date

Deputy County Executive

Deputy County Executive



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.

Thomas B. Pursel, Vice President	11/9/2022
Name and Title of Authorized Representative	m/d/yy
Thomas B. Purul Signature	11/9/2022 Date
Gannett Fleming Engineers and Architects, P.C.	
Name of Organization	
88 Froehlich Farm Blvd, Suite 450, Woodbury, NY 11797	
Address of Organization	
OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete	

REQUEST TO INITIATE

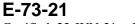
RTI Number 19-0203

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

PART I: Approval by the Deput			rior to <u>ANY</u> RFQ/RFI or Requirements V	
Project Title: S37860-04X -	On-Call Environmental I	Facilities Design Service	S	
Department: Public Works	Project Manager: <u>John D</u>	Domenica Date: Ju	ly 23, 2019	
Service Requested: On-call e	ngineering, design and de	esign related services in	connection with the	County's environmental facilities
Justification: <u>The County ov</u> technical skill, knowledge an	vns numerous environmed experience required to s which may arise at the	ental facilities and the expeditiously evaluate, ese facilities. This RFP	Department's staff : troubleshoot and re would allow the De	may not possess the specialized ecommend design solutions to an expartment the flexibility to retain
Requested by: Department of	Public Works/Water &	Wastewater Engineering	<u>Unit</u>	
Project Cost for this Phase/Co			t) \$ <u>1,000,000 (max</u>	each agreement)
Total Project Cost: \$ 1,000,0 Includes, design, construction and CM		appropriate phase Date Start Work: 1/1/2 Phase being requested	2020	Duration: 48 months Phase being requested
Capital Funding Approval:	YES NO	Rosenni SIGNATURE	Bill	DATE
Funding Allocation (Capital F See Attached Sheet if multiyear	Project): 354	48 55W	6000	Intrally
NIFS Entered:SIGNATURE	DATE	AIM Entered:	Maney (1) SIGNATURE	len 9/27/19 PATE
Funding Code: use this on all en	ncumbrances .	Timesheet Cod	e: 19-0 use this on time	203 sheets
State Environmental Quality I <u>Type II</u> Action <u>or,</u> Environ Supple				
Department Head Approval:	YES NO	0	A Marie SIGNATI	URE
© DCE/Ops Approval:	YES 🔟 NO	- Bum	Silmerell	9/16/18
PART II: To be submitted to Ch	ief Deputy County Executiv	e after Qualifications/Prope	osals/Contracts are rec	eived from Responding vendors.
Vendor	Quote		Comment	See Attached Sheet
2				
3				
			2	AD That la
OCE/Ops Approval:	YES NO		,	

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 voluntary 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.





Certified: 23-JUN-21 -- BJANOWITZ

Capital:

SERVICE: Environmental Facilities-On Call DS S37860-04F

Contract ID #:CQPW21000002 NIFS Entry Date: 10-MAR-21 Term: from to

New
Time Extension:
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	Vendor ID#: 2
Engineers & Architects, PC	
Address: 88 Froehlich Farm Blvd.	Contact Person: James R.
Suite 450	Laurita, PE
Woodbury, NY 11797	
	Phone: (516) 730-3526

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

Routing Slip

Department	NIFS Entry: X	09-MAR-21 LDIONISIO
Department	NIFS Approval: X	10-MAR-21 RD'ALLEVA
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	19-MAR-21 CNOLAN
ОМВ	NIFS Approval: X	10-MAR-21 NGUMIENIAK
County Atty.	Insurance Verification: X	10-MAR-21 AAMATO

County Atty.	Approval to Form: X	12-MAR-21 NSARANDIS
СРО	Approval: X	09-APR-21 KOHAGEN
DCEC	Approval: X	13-APR-21 JCHIARA
Dep. CE	Approval: X	13-APR-21 BSCHNEIDER
Leg. Affairs	Approval/Review: X	29-APR-21 JSCHANTZ
Legislature	Approval: X	11-MAY-21 CALBERT
Comptroller	Deputy: X	11-JUN-21 JSCHOEN
NIFA	NIFA Approval: X	17-JUN-21 MWORSHAM

Contract Summary

Purpose: This is an agreement with Gannett Fleming Engineers & Architects, PC to provide on call design services at the County's environmental facilities.

Method of Procurement: RFP was issued 2/28/20 - 5 proposals were received

Procurement History: An RFP was issued on 02/28/2020 in NYSCR, Newsday & eProcure. On 03/27/2020 five (5) proposals were submitted for consideration. All five firms, including Gannett Fleming were selected.

Description of General Provisions: The firm will provide professional engineering services for various projects pertaining to the County's environmental facilities. Services include assisting staff with wastewater treatment process difficulties, assistant with specialized equipment, design services to correct system deficiencies, evaluating facilities and identifying necessary repairs, prepare technical design reports, conducting start-up services during construction, create schedules and timelines, among many other responsibilities. The MWBE utilization rate is 15%.

Impact on Funding / Price Analysis: The Maximum amount for this contract is \$1,000,000.00. There is no initial encumbrance.

Change in Contract from Prior Procurement: None.

Recommendation: (approve as submitted) Recommend approval.

Advisement Information

BUDGET CODES		
Fund:	SSW	
Control:	DE500	
Resp:	6000	
Object:	00002	
Transaction:	109	
Project #:		
Detail:		
•		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING	AMOUNT
SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW6000DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01



Capital:

SERVICE: Environmental Facilities-On Call DS S37860-04F

Contract ID #:CQPW21000002

NIFS Entry Date: 10-MAR-21

Term: from to

New	
Time Extension:	
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	Vendor ID#
Engineers & Architects, PC	
Address: 88 Froehlich Farm Blvd	Contact Person: James R.
Suite 450	Laurita, PE
Woodbury, NY 11797	
	Phone: (516) 730-3526

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

Routing Slip

Department	NIFS Entry: X	09-MAR-21 LDIONISIO
Department	NIFS Approval: X	10-MAR-21 RD'ALLEVA
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	19-MAR-21 CNOLAN
ОМВ	NIFS Approval: X	10-MAR-21 NGUMIENIAK
County Atty.	Insurance Verification: X	10-MAR-21 AAMATO

County Atty.	Approval to Form: X	12-MAR-21 NSARANDIS
СРО	Approval: X	09-APR-21 KOHAGEN
DCEC	Approval: X	13-APR-21 JCHIARA
Dep. CE	Approval: X	13-APR-21 BSCHNEIDER
Leg. Affairs	Approval/Review: X	29-APR-21 JSCHANTZ
Legislature	Approval: X	11-MAY-21 CALBERT
Comptroller	Deputy: X	11-JUN-21 JSCHOEN
NIFA	NIFA Approval: X	17-JUN-21 MWORSHAM

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Recommendation: (approve as submitted) Recommend approval.

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BUDGET CODES	
Fund:	SSW
Control:	DE500
Resp:	6000
Object:	00002
Transaction:	109
Project #:	
Detail:	

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW6000DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01



E-73-21

Capital:

SERVICE: Environmental Facilities-On Call DS S37860-04F

Contract ID #:CQPW21000002 NIFS Entry Date: 10-MAR-21 Term: from to

New
Time Extension:
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

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Engineers & Architects, PC	
Address: 88 Froehlich Farm Blvd.	Contact Person: James R.
Suite 450	Laurita, PE
Woodbury, NY 11797	
	Phone: (516) 730-3526

Department:	
Contact Name: Vincent Falkowski	
Address: NCDPW	
3340 Merrick Road	
Building R, 3rd Floor	
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Phone: 516-571-7515	

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DCEC	Approval: X	13-APR-21 JCHIARA
Dep. CE	Approval: X	13-APR-21 BSCHNEIDER
Leg. Affairs	Approval/Review: X	29-APR-21 JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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Control:	DE500	
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Object:	00002	
Transaction:	109	
Project #:		
Detail:		
<u> </u>		

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING	AMOUNT
SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.01
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWSSW6000DE500	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with Gannett Fleming Engineers and Architects, P.C. in connection with Professional Engineering Services Environmental Facilities On-Call Design, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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 (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers & Architects, PC, having its principal office at 88 Froehlich farm Blvd., Suite 450, Woodbury, NY 11797 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term.

The term of this Agreement shall commence upon the date (the "Commencement Date") that is set forth in a written notice from the Department to the Contractor authorizing the Contractor to commence with the performance of the Services (as defined below) and shall terminate on the Four (4th) year from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. The Commencement Date shall be on or after the Effective Date. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the S37860-04X Professional Engineering Services Environmental Facilities On-Call Design, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

- (b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.
- (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
 - (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
 - (2) Testing Laboratory Services.
 - (3) Messenger service and cables as <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
 - (4) Final models, photographs and renderings as requested by the County.
 - (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their subconsultants shall not be paid for by the County.
 - (6) Other comparable expenses as approved by the County.

3. Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement, including any Extra Services that may so be authorized, shall not exceed One Million Dollars, & Zero Cents (\$1,000,000.00) (the "Maximum Amount").
- (b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "<u>Voucher</u>") 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) <u>Timing of Claims for Payment</u>. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.
- (f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

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

agency authorized to grant copyright registrations. The Firm shall cooperate in this effort and agrees to provide any further documentation necessary to accomplish this.

- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.
- (b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (c) <u>Pre-existing Rights.</u> In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.
- (d) <u>Infringements of Patents, Trademarks, and Copyrights</u>. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.
- (e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.
- 5. <u>Independent Contractor</u>. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. <u>Compliance with Law.</u>

- (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, disclosure of information and vendor registration 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 with the County's registration protocol. 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) 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.
- (c) <u>Disclosure of Conflicts of Interest</u>. 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.
- (d) <u>Vendor Code of Ethics</u>. 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.
- (e) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:
 - (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."
- (f) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.
- (g) <u>Protection of Client Information</u>. The firm acknowledges and agrees that all information that the Firm acquires in connection with the performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the

County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

- 8. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. <u>Indemnification; Defense; Cooperation.</u>

- (a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii)

compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

- (b) Acceptability: Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.
- Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 11. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (<u>i</u>) assigned, transferred or disposed of, (<u>ii</u>) amended, (<u>iii</u>) waived, or (<u>iv</u>) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), 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) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Firm, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Firm, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Firm's Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 14. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (\underline{i}) one (1) year of the first to occur of (\underline{A}) final payment under or the termination of this Agreement, and (\underline{B}) the accrual of the cause of action, and (\underline{ii}) the time specified in any other provision of this Agreement.

- 15. <u>Work Performance Liability</u>. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some, or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.
- 16. <u>Consent to Jurisdiction and Venue; Governing Law.</u> 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 <u>forum non conveniens</u>. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 19. <u>Section and Other Headings</u>. 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. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 21. <u>Administrative Service Charge</u>. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. <u>Joint Venture</u>.

- (a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.
- (b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.
- 23. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

Gannett Fleming Engineers & Architects, PC.

Name: James R. Laurita

Title: President

Date: 11/30/2020

NASSAU COUNTY

Name: BRIAN IT SCHUNDER

Title: County Executive

Deputy County Executive

Date: JUNE 22, 2021

PLEASE EXECUTE IN **BLUE** INK

New Jersey STATE OF NEW YORK) Middlessis.: COUNTY OF NASSAU)

On the 30 day of November in the year 2000 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 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 22 day of ________ in the year 202 before me personally came and say that he or she resides in 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

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

The services to be provided may include, but are not limited to, the following:

- 1. Wastewater Treatment Process: Firms may be requested to assist Department staff with treatment process related difficulties. Given the importance of maintaining treatment at a level consistent with adherence to the plant's State Pollutant Discharge Elimination System (SPDES) permit specialized knowledge and access to such expertise will at times be required. The firm's own employees (as submitted in the RFP) can be used but provisions will be incorporated for use of additional experts.
- 2. Code or Compliance Issues: The complexity of treatment plants (and similar environmental facilities), which encompass a wide variety of work activities and conditions, pose numerous challenges to their employees and management as they are governed by numerous federal, state and local codes, rules and regulations. It is the goal of the Department to ensure adherence to all the applicable rules and regulations. At times it may be necessary to request the services of qualified and recognized experts in certain fields (such as those knowledgeable of Title V air permitting, OSHA regulations, etc.) especially with regard to their implementation in wastewater treatment plants.
- 3. Process Control: The plants are continually being improved and as such new processes and equipment are intermittently being integrated into the plant's operating scheme. The firm might be requested to furnish an individual to assist the plant staff in the start-up of such new processes and/or equipment. The duties will include coordination with all affected parties (the plant, construction, contractors and design engineers). The firm's representative will act as the liaison between the respective parties to ensure a continuity of effort. Included will be the incorporation of any new information into the plant's overall operations and maintenance manual. Any new additions to the manual must follow the exact format as the existing. A representative of the firm may also be requested to provide supplementary training with respect to processes and/or equipment in conjunction with that furnished by the various contractors and/or equipment vendors and suppliers.
- 4. Specialized Equipment Knowledge: Given the complexity of new equipment being integrated into the plant/facility as result of new construction or normal upgrades, specialized knowledge of a particular item might be lacking until such time as Department employees become familiar with the equipment and have accumulated some operational experience. While the requisite knowledge is developing the firm may be requested to furnish a qualified individual to assist the County during this interim period. Such an individual might help instruct and provide insight to County employees so that disruptions might be forestalled and not place adherence to the SPDES Permit in jeopardy.
- 5. **Design Services:** The Firm may be required to complete design documents (and any related construction period services) so as to correct a process/system deficiency that impacts process, codes, etc. The Firm would be required to provide the names of a design team, their wage rates, resumes, etc., a schedule/cost for completing their services and an estimate of the construction costs. The Firm would be directed to complete such design work in a format suitable to the Department's designated method of contracting the work (public bid, purchase order, requirement's contract work order, etc.). Such documents would require a Professional Engineer's (P.E.) seal and signature.

Division A Services - Condition Assessment

Evaluate the condition of the existing facility and equipment to identify necessary repairs and improvements to bring the system's components into a state of good repair and compliance within applicable codes and standards. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR). The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the system. The evaluation shall, at a minimum, encompass the following:

- Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
- Site survey (visual inspection, measurements, photographs and data collection in general).
- Hazardous Materials survey (Lead Based Paint, asbestos, PCB, mercury, etc.).

Preparation of Technical Design Report

Prepare a Technical Design Report (TDR) to include the following:

- 1. Description of existing conditions and deficiencies identified by the Firm during the condition assessment and interviews with staff responsible for system operation & maintenance.
- 2. Discussion of system modification options based on modern standards and guidelines.
- 3. Evaluation of each option's associated capital costs, operational costs, efficiency, maintenance and serviceability considerations, and expected life.
- 4. Recommendations of an option and basis for the recommendation.
- 5. Schematic design, listing design criteria and basis for design including calculating potential flow within the collection area and any additional flow from anticipated development within the area.
- 6. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies.
- 7. Coordination with other design or construction activities that may be ongoing at an undefined time.
- 8. Proposed approach to maintaining facilities operations during construction.
- 9. Preliminary design and construction schedule.
- 10. Preliminary construction cost estimate.

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

Division B Services - Detailed Design

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates of the project suitable for public bidding. It is anticipated that the project will be bid as a single project.

- 1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County and shall control in the event of any conflict or discrepancies.
- 2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.
- 3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.
- 4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
- 5. Submit three (3) copies of a detailed construction cost estimate with each of the milestone design submissions (at 40%, 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
- 6. Prepare and submit the necessary Environmental Impact Forms.
- 7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm 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 will not be limited to the following:
 - a. New York State Department of Environmental Conservation-Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
 - b. Nassau County agencies-Fire Marshal and/or Health Department

- c. Other Local agencies (Towns, Villages...)
- 8. Submit written responses to all County review comments.
- 9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.
- 10. Make periodic site visits as necessary for a complete understanding of the system operation.
- 11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
- 12. Review all comments and/or questions posed by prospective bidders.
- 13. Prepare all necessary addenda to the contract documents.
- 14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
- 15. If requested, the Firm will provide copies of any and all design calculations.

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

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

16. PSEG Long Island Commercial Efficiency Program:
PSEG Long Island offers a rebate to customers who install variable frequency drives and other energy saving equipment. Should this rebate be available upon completion of this Project design, the Engineer shall coordinate the potential rebate with PSEG on behalf of the County and provide any information necessary. The County is interested in maximizing the use of available PSEG rebates through the Project Design.

https://www.psegliny.com/page.cfm/Commercial/Efficiency/Rebates-New

Division C - General Inspection Services

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

- 1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and *.PDF format and a master specification book.
- 2. Provide representation at the site(s) pre-construction conference.
- 3. Review and approve detailed construction, shop and erection drawings.
- 4. 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.
- 5. Review all laboratory, shop, mill, material and equipment test reports.
- 6. Prepare supplemental sketches, if required, to reflect actual field conditions.
- 7. 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.
- 8. Assist the County in interpreting the construction contract documents.
- 9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
- 10. Arrange for the Firm's project manager and support staff to attend update (one [I] per month) and job (one [1] per month) meetings.
- 11. 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 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 Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm'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 Contractors' 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.

Division D- Facility Operation and Maintenance Manual

Under this division of work, the Firm shall compile and prepare an Operation and Maintenance Manual ("O&M Manual") for each site, 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 facilities, process control strategies, start-up and shutdown procedures, 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.

Six (6) copies of the draft O&M Manual Sections will be submitted for County 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 County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the Project. The SOPS's shall be site and equipment specific and be standalone 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.

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. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

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

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

- 1. Start-Up Services.
 - a. The Firm 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 Project.
 - b. Scheduling. The Firm, in conjunction with the County, 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 Construction Contractors and updated as necessary.
 - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. 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 Project. 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, Firm and construction Firms). This plan shall be reviewed with the County. 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 Firm 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 Project.

- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Project. The Firm 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 Firm shall provide assistance to address problems encountered by the County 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 Firm 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 Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Project. 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. Laboratory training.
 - vi. "Hands-on" training.
- b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County 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 as a result of process modifications during the one-year performance period, shall be provided by the Firm 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 Firm 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 Firm shall prepare an evaluation of the Project for review and acceptance by the County, 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.

EXHIBIT B

PAYMENT SCHEDULE

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

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly Wage Rate Schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of 2.75. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

Work shall generally be performed during weekdays from 7:30 A.M. to 4:00 P.M., however since the facility operates continuously twenty-four (24) hours per day, some work might be performed outside of this time as deemed necessary by the Department.

B. Sub-consultants and Special Sub-consultants

Sub-consultants engaged by the Firm, with the prior written consent of the Commissioner, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the firm unless the Firm has been approved to utilize a sub-consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the sub-consultant and in the case of special sub-consultants, the Firm shall be permitted to claim five (5) percent of the cost of the sub-consultant's services as compensation for coordinating or otherwise supervising the work of the special sub-consultant.

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

II. MAXIMUM HOURLY WAGE RATE SCHEDULE:

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

schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed Two Hundred Twenty-Five (\$225) dollars per hour.

END OF SECTION

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) 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. 142002, this Appendix EE or any other contractual provisions included in furtherance of
 Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has 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 (\underline{i}) a party to a County Contract, $(\underline{i}\underline{i})$ a bidder in connection with the award of a County Contract, or $(\underline{i}\underline{i})$ a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

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

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

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

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

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

END OF SECTION

Appendix L

Certificate of Compliance

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

1. Th	e chief executive officer of the Contractor is:	
	James R. Laurita	(Name)
	88 Froehlich Farm Blvd, Suite 450, Woodbury NY 11797	(Address)
	516-364-4140 (Telephon	ne Number)
Wage Law Law. In the of the requ at the time based on th imposing c	e Contractor agrees to either (1) comply with the requirements of or (2) as applicable, obtain a waiver of the requirements of the Law event that the Contractor does not comply with the requirements of irements of the Law, and such Contractor establishes to the satisfac of execution of this Agreement, it had a reasonable certainty that it is Law and Rules pertaining to waivers, the County will agree to termosts or seeking damages against the Contractor	pursuant to section 9 of the the Law or obtain a waiver tion of the Department that would receive such waiver minate the contract without
agency to h	the past five years, Contractor has _x _ has not been found ave violated federal, state, or local laws regulating payment of wages onal safety and health. If a violation has been assessed against the C	or benefits, labor relations.
udicial acti vith federa	the past five years, an administrative proceeding, investigation, or on has _x _ has not been commenced against or relating to the l, state, or local laws regulating payment of wages or benefits, laborated the laws a proceeding, action, or investigation has been commenced.	ne Contractor in connection relations, or occupational
_		

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.

November 30th 2020

Dated

Signature of Chief Executive Officer

James R. Laurita

Name of Chief Executive Officer

Sworn to before me this

30th day of November

Motary Public

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

Rate Schedule

Gannett Fleming Engineers and Architects, P.C.

Revised Date: 12/22/2020

Name	Title	Hourly Rate	Multiplier	Total Rate (1)		
Amily Zhang, PE	Senior Process Engineer	\$55.40	2.75	\$152.35		
Anthony Alduino, PE	Senior Mechanical Engineer	\$100.00	2.75	\$225.00		
Anthony Elberti, PE	Senior Process Engineer	\$57.30	2.75	\$157.58		
Brian Seip, PE, LEED AP BD+C, CEA, REP	Senior Electrical Engineer	\$77.70	2.75	\$213.68		
Carolina Cubides, PE, PMP, ENV SP	Civil Engineer	\$60.00	2.75	\$165.00		
Danamarie Miller	Project Controls	\$52.00	2.75	\$143.00		
Daniel Capano	Construction Manager	\$76.50	2.75	\$210.38		
Daniel Goncz, PE	Senior Environmental Engineer	\$72.40	2.75	\$199.10		
David Albright, CSP, CIH	Health and Safety Manager	\$56.00	2.75	\$154.00		
David Gryger, PE, ENV SP	Staff Engineer	\$41.00	2.75	\$112.75		
Elik Livay, PE, PMP, ENV SP	Senior Civil Engineer	\$82.00	2.75	\$225.00		
Gloria Gutierrez, PE, ENV SP	Environmental Engineer	\$50.80	2.75	\$139.70		
Jacob Vargo	Project Controls	\$34.40	2.75	\$94.60		
Joseph Massaro	Senior Process Engineer	\$77.00	2.75	\$211.75		
Kaitlin N. Murphy	Staff Engineer	\$32.00	2.75	\$88.00		
Lars Augustin, PE	Senior Project Manager	\$89.80	2.75	\$225.00		
Lazarus Francino, PE	Senior Construction Manager	\$81.00	2.75	\$222.75		
Lyubov Kamornik	Design Technician	\$39.80	2.75	\$109.45		
Mehrin Selimgir	Process Engineer	\$34.00	2.75	\$93.50		
Melody Walthers	Staff Engineer	\$32.50	2.75	\$89.38		
Michael Doherty	Senior Design Technician	\$46.60	2.75	\$128.15		
Nicholaus Sahd	Senior Scientist	\$45.20	2.75	\$124.30		
Ninad Khade, PE, ENV SP	Electrical Engineer	\$58.40	2.75	\$160.60		
Nirvana Nixon	Clerical	\$29.20	2.75	\$80.30		
Peter Petriccione, PE	Senior Process Mechanical Engineer	\$60.30	2.75	\$165.83		
Richard Lopez, RA, LEED AP	Senior Architect (Code Compliance)	\$68.00	2.75	\$187.00		
Robert Dengler, PE	Senior Process Engineer	\$54.80	2.75	\$150.70		
Ronald Jager, PE	Senior Process Engineer	\$74.40	2.75	\$204.60		
Thafhim (Muna) Siddiqua	Staff Engineer	\$38.60	2.75	\$106.15		
Thomas Pasculli, PE	Senior Electrical Engineer	\$84.20	2.75	\$225.00		
Thomas Pursel, PE	Project Principal	\$122.00	2.75	\$225.00		
Wesley Hill, PE	Electrical Engineer	\$58.70	2.75	\$161.43		
William Curran, PE, CEM, CBCP, LEED Green Associate	Senior Building Mechanical Engineer	\$73.20	2.75	\$201.30		
(1) Maximum hourly wage rate capped at \$225/hour						